

THIS AGREEMENT, Entered into this the 6th day of January 2009
between Charles W. Wiggins & Charlotte A Wiggins as Trustees of the
Charles W Wiggins Revocable Trust Dated April 12, 2007

hereinafter called lessor,
and C&G Drilling, Inc. hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of \$10 Dollars, in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let, and by these presents does hereby grant, lease and let exclusively unto the lessee the hereinafter described land, and any reversionary interest of lessor therein (with the right to utilize this lease or any part thereof with one or more oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided) for the purpose of carrying on geological, geophysical and other exploratory work including core drilling, for the purpose of drilling, mining and operating for, producing and saving all the oil, condensate, gas, casinghead gas casinghead gasoline, and all other gases and their respective constituent vapors, for the purpose of converting dry and/or abandoned wells into input wells in conducting secondary recovery operations with any agency in use in the industry or into disposal wells for the disposal of liquids produced with said minerals, for the purpose of constructing roads, laying pipe lines including oil and gas, and lines for transporting fluids produced with said minerals, building tanks, storing oil, building powers, stations, telephone lines and other structures thereon necessary or convenient for such operations, on said land alone or conjointly with other lands whether or not such other lands or any lease thereon is owned or operated by lessee, and for the purpose of housing and

boarding employees, said land being situated in the County of Greenwood State of Kansas, and described as follows:

See Attached:

In Section _____, Township _____, Range _____, and containing _____ acres, more or less.

2. This lease shall remain in force for a term of ten years from the date hereof and as long thereafter as oil, gas, casinghead gas, casinghead gasoline, condensate, or any of the products covered by this lease is, or can be, produced, and as long as provided in paragraphs 11, 12 and 14, and as long as any of the rights granted hereby are being exercised by lessee.

3. Lessee shall deliver to lessor free of cost on the lease or into the pipe line to which lessee may connect its wells the equal $\frac{1}{2}$ part of the oil and condensate produced and saved from the leased premises, or, at the lessee's option, may pay to lessor for such $\frac{1}{2}$ royalty the market price for the oil and condensate of like grade and gravity prevailing on the day such oil and condensate are run into the pipe line or into storage tanks, shall pay to lessor for gas used by lessee for the manufacture of gasoline, or any other product, as royalty, $\frac{1}{2}$ of the market value of such gas at the mouth of said well, shall pay for gas sold by lessee off the premises $\frac{1}{2}$ of the market value of the gas at the well, and for gas sold $\frac{1}{2}$ of the proceeds of the sale thereof at the mouth of the well, and where gas from a gas well is not sold or used, lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used, as royalty, an amount equal to the delay rental provided in paragraph 4 hereof, and while said royalty is so paid or tendered, this lease shall be held as a producing lease under paragraph 2 hereof, the lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said premises by making his own connection with the well, the use of such gas to be at the lessor's sole risk and expense.

4. If operations for the drilling of a well for oil or gas are not commenced on said land on or before the _____ day of _____, 19____, this lease shall terminate as to both parties, unless the lessee shall on or before said date pay or tender to the lessor or for the lessor's credit in the

_____ Bank at _____ 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 hereunder, the sum of _____ Dollars, which shall operate as a rental and cover the privilege of deferring the commencement of operations for drilling for a period of one year. In like manner and upon like payments or tenders the commencement of operations for drilling may further be 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, either direct to lessor or assigns or to said depository bank, and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privilege granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred. Notwithstanding the death of the lessor or his successors in interest, the payment or tender of rentals in the manner above shall be binding on the heirs, devisees, executors, and administrators of such persons.

5. Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

6. In the event 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; however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion, and rentals hereunder shall be increased at the next succeeding rental anniversary after written notice of such reversion by lessor to lessee, provided said notice is received by lessee at least 30 days prior to any such rental anniversary.

7. The lessee shall have the right to use, free of cost, water, gas and oil found or located on said land for its operations thereon, except water from the wells of the lessor. Lessee shall pay the surface owner of said land \$1.00 per rod for each rod of line other than oil and/or gas lines, and water lines used in connection with the drilling of wells and the production of said minerals, laid on said land used in operating said land conjointly with other land whether or not such other land or the lease thereon is owned or operated by lessee, and shall pay the surface owner \$250.00 per well per year for each input well used in the disposal of liquids produced from any other land whether or not all of said land or the leases thereon are owned or operated by lessee. When required by lessor, lessee shall bury its pipe lines below plow depth and shall pay for damages caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings, and other structures placed on said premises, including the right to draw and remove all casing, but lessee shall be under no obligation to do so, nor shall lessee be under any obligation to restore the surface to its original condition, where any alterations or changes were due to operations reasonably necessary under this lease.

8. 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, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, or if there be no administration, a death certificate, together with a decree of heirship which ever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor or any owner.

9. If the leased premises are now or shall hereafter be owned in severally 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 separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee or any assignee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, descent 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 land and the holder or owner of any such part or parts shall make default in the payment of the proportionate part of the rental due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

10. 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 in whole or in part any taxes, (including the right to acquire delinquent tax sales certificates), mortgages, or any 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, or may foreclose such lien by an appropriate suit in a court of competent jurisdiction.

11. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence operations for drilling 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 of any of the minerals covered by this lease results therefrom, then as long as such production continues.

12. If within the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee commences operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations, and if production of any of the minerals covered by this lease results therefrom, then as long as such production continues.

13. Lessee may at any time surrender or cancel this lease as to all or any part of said lands or as to all or any part of the rights granted hereby as to all or any part of said lands by delivering or mailing such release to lessor or by placing same of record in the proper county recording office. In case this lease is surrendered and cancelled as to only a portion of the acreage covered hereby or is surrendered and cancelled as to only a part of the rights granted hereby, then all payments and liabilities thereafter accruing under the terms hereof as to the portion of rights cancelled shall cease and determine, and any delay rentals hereunder thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage or as to rights granted hereby not released, the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

14. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same now or hereafter enacted, entered, or promulgated which shall be a part hereof and this lease shall not be in any way terminated wholly or partially thereby, nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the drilling thereof not being available on account of any cause, the primary term of this lease shall continue until six months after said order is suspended and/or said equipment is available, but the lessee shall pay one half of an annual delay rental hereunder for such extended time.

15. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the acreage covered by this lease or any portion thereof with other acreage covered by any lease or leases or any portion thereof and/or unleased acreage or unleased mineral rights adjoining same or in the vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to prevent economic and statutory waste in the development and operations of said premises for the production of said minerals. Such units for the development for oil shall not exceed forty-three acres. Such units for the development for gas shall not exceed 680 acres. Such units for development for gas may embrace contiguous and non-contiguous tracts. Lessee shall execute in writing and file for record in the records of the recorder of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or tracts or unit or units shall be treated for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in a unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

16. This lease and all its terms, conditions and stipulations shall extend to and be binding on all successors of said lessor and lessee in ownership of the rights hereunder, however succeeding.

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

Charles W. Wiggins Trustee
Charlotte A. Wiggins
Charlotte A. Wiggins

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS

COUNTY OF GREENWOOD

ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 23rd day of JANUARY, 2009, personally appeared Charles W. Wiggins

~~xxx~~ trustee of the Charles W. Wiggins Revocable Trust Charles W. Wiggins

dated April 12, 2007

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

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

My commission expires 5-31-2010



NOTARY PUBLIC - State of Kansas
JANICE VAN HOOZER
My Appt Exp.

Janice VanHoozer
Janice VanHoozer

Notary Public

STATE OF KANSAS

COUNTY OF GREENWOOD

ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 23rd day of JANUARY, 2009, personally appeared Charlotte A. Wiggins

~~xxx~~ trustee of the Charles W. Wiggins Revocable Trust Charlotte A. Wiggins

dated April 12, 2007

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

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

My commission expires 5-31-2010



NOTARY PUBLIC - State of Kansas
JANICE VAN HOOZER
My Appt Exp.

Janice VanHoozer
Janice VanHoozer

Notary Public

STATE OF

COUNTY OF

ss.

ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this _____ day of _____, 19____, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came _____

_____ president of _____

a corporation of the State of _____, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation 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 _____

County of _____ ss: _____

This instrument was filed for record on the

_____ day of _____, 19____

at _____ o'clock _____ M., and duly recorded

in Book _____ Page _____ of _____

the records of this office.

By _____ Register of Deeds.

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 _____

COUNTY OF _____

ss.

ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)

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

Attached
Township 24 South-Range 10 East-Greenwood County, Kansas

Section 33: The Southeast Quarter and the East 20 acres of the Southwest Quarter; Excepting therefrom one acre off of the Northeast Corner of the Southeast Quarter of Section 33 Commencing at the Northeast Corner of said quarter section thence West 207 feet, thence South 210 ft, thence East 207 ft, thence North 210 feet to the place of beginning.
(Containing 180 acres, more or less)

Township 25 South- Range 10 East- Greenwood County, Kansas

Section 4: The North Half and the North Half of the Southwest Quarter (Containing 400 acres, more or less)



STATE OF KANSAS FEE \$16.00
GREENWOOD CO. SS
This instrument was filed on this 27
day of Jan. 2009 at 9:20
o'clock AM, and duly entered in book
51 of ~~Series~~ page 95
Marsha E. Ramsey Register
By Deputy