For KCC Use:

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

1017057 Form must be Typed Form must be Signed

Form C-1 October 2007

All blanks must be Filled

NOTICE OF INTENT TO DRILL

Must be approved by KCC five (5) days prior to commencing well

| Expected Spud Date: | | | | Spot Description: | |
|---------------------------------|--------------------|------------------|----------|---|--------------------------|
| OPERATOR: License# | month | day | year | S. RS. RS. RS. N. / | E W S Line of Section |
| | | | | feet from E / | W Line of Section |
| Name: | | | | Is SECTION: Regular Irregular? | |
| Address 1: | | | | | |
| Address 2: City: | Stata | Zin: | | (Note: Locate well on the Section Plat on revers | e side) |
| • | | | | County: | |
| Contact Person: Phone: | | | | Lease Name: V | Well #: |
| | | | | Field Name: | |
| CONTRACTOR: License# | | | | Is this a Prorated / Spaced Field? | Yes No |
| Name: | | | | Target Formation(s): | |
| Well Drilled For: | Well Class: | Type Equ | uipment: | Nearest Lease or unit boundary line (in footage): | |
| Oil Enh Rec | Infield | | d Rotarv | Ground Surface Elevation: | feet MSL |
| Gas Storage | | | Rotary | Water well within one-quarter mile: | Yes No |
| | | | | Public water supply well within one mile: | Yes No |
| Seismic ; # of H | | Oar | | Depth to bottom of fresh water: | |
| Other: | | | | Depth to bottom of usable water: | |
| | | | | Surface Pipe by Alternate: | |
| If OWWO: old well info | ormation as follow | ws: | | Length of Surface Pipe Planned to be set: | |
| | | | | Length of Conductor Pipe (if any): | |
| Operator: | | | | Projected Total Depth: | |
| Well Name: | | | | Formation at Total Depth: | |
| Original Completion Date: | 0 | nginai lotai Dep | Jun | | |
| Directional, Deviated or Horizo | untal wellhore? | | Yes No | Water Source for Drilling Operations: | |
| If Yes, true vertical depth: | | | | Well Farm Pond Other: | |
| Bottom Hole Location: | | | | DWR Permit #: | |
| KCC DKT #: | | | | (Note: Apply for Permit with DWR) | |
| | | | | Will Cores be taken? | Yes No |
| | | | | If Yes, proposed zone: | |

AFFIDAVIT

The undersigned hereby affirms that the drilling, completion and eventual plugging of this well will comply with K.S.A. 55 et. seq. It is agreed that the following minimum requirements will be met:

1. Notify the appropriate district office *prior* to spudding of well;

- 2. A copy of the approved notice of intent to drill shall be posted on each drilling rig;
- 3. The minimum amount of surface pipe as specified below shall be set by circulating cement to the top; in all cases surface pipe shall be set through all unconsolidated materials plus a minimum of 20 feet into the underlying formation.
- 4. If the well is dry hole, an agreement between the operator and the district office on plug length and placement is necessary prior to plugging;
- 5. The appropriate district office will be notified before well is either plugged or production casing is cemented in;
- 6. If an ALTERNATE II COMPLETION, production pipe shall be cemented from below any usable water to surface within 120 DAYS of spud date. Or pursuant to Appendix "B" - Eastern Kansas surface casing order #133,891-C, which applies to the KCC District 3 area, alternate II cementing must be completed within 30 days of the spud date or the well shall be plugged. In all cases, NOTIFY district office prior to any cementing.

Submitted Electronically

| | Remember to: |
|--|--|
| For KCC Use ONLY | - File Drill Pit Application (form CDP-1) with Intent to Drill; |
| API # 15 | - File Completion Form ACO-1 within 120 days of spud date; |
| Conductor pipe required feet | File acreage attribution plat according to field proration orders; Notify appropriate district office 48 hours prior to workover or re-entry; |
| Minimum surface pipe requiredfeet per ALT. I II | - Submit plugging report (CP-4) after plugging is completed (within 60 days); |
| Approved by: | - Obtain written approval before disposing or injecting salt water. |
| This authorization expires: | - If this permit has expired (See: authorized expiration date) please check the box below and return to the address below. |
| (This authorization void if drilling not started within 12 months of approval date.) | Well Not Drilled - Permit Expired Date: |
| Spud date: Agent: | Signature of Operator or Agent: |
| | |



1017057

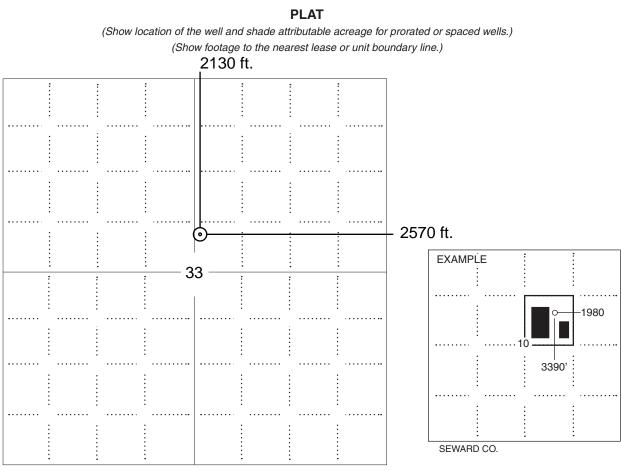
IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

Side Two

Plat of acreage attributable to a well in a prorated or spaced field

If the intended well is in a prorated or spaced field, please fully complete this side of the form. If the intended well is in a prorated or spaced field complete the plat below showing that the well will be properly located in relationship to other wells producing from the common source of supply. Please show all the wells and within 1 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for gas wells and wells acreage attribution unit for gas wells acreage attribution unit for gas wells acreage attribution unit for gas wells acreage attrib

| API No. 15 | |
|---------------------------------------|--|
| Operator: | Location of Well: County: |
| Lease: | feet from N / S Line of Section |
| Well Number: | feet from E / W Line of Section |
| Field: | Sec Twp S. R E W |
| Number of Acres attributable to well: | Is Section: Regular or Irregular |
| QTR/QTR/QTR of acreage: | |
| | If Section is Irregular, locate well from nearest corner boundary. |
| | Section corner used: NE NW SE SW |



NOTE: In all cases locate the spot of the proposed drilling locaton.

In plotting the proposed location of the well, you must show:

- 1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
- 2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
- 3. The distance to the nearest lease or unit boundary line (in footage).
- 4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1017057

Form CDP-1 April 2004 Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

| Operator Name: | | License Number: | | |
|--|--|---|---|---------|
| Operator Address: | | | | |
| Contact Person: | | Phone Number: | | |
| Lease Name & Well No.: | | Pit Location (QQQQ): | | |
| Type of Pit: | Pit is: | | | |
| Emergency Pit Burn Pit | Proposed Existing If Existing, date constructed: | | SecTwpR East Wes | |
| Workover Pit Haul-Off Pit | | | Feet from North / South Line of S | |
| (If WP Supply API No. or Year Drilled) | Pit capacity: | | Feet from East / West Line of S | Section |
| | | (bbls) | C | County |
| Is the pit located in a Sensitive Ground Water | Area? Yes | No | Chloride concentration: mg/l (For Emergency Pits and Settling Pits only) | |
| Is the bottom below ground level? | Artificial Liner? | | How is the pit lined if a plastic liner is not used? | |
| Pit dimensions (all but working pits): | Length (feet) | | Width (feet)N/A: Steel Pits | |
| Depth fr | Depth from ground level to deepest point: | | (feet) No Pit | |
| | | | | |
| | | Source of infor | | |
| feet Depth of water wellfeetmeasurements | | measu | uredwell owner electric logKDWR | |
| | | over and Haul-Off Pits ONLY: | | |
| | | al utilized in drilling/workover: | | |
| | | procedure: | | |
| Does the slope from the tank battery allow all spilled fluids to | | be closed within 365 days of spud date. | | |
| Submitted Electronically | | | | |
| | ксс | OFFICE USE OI | NLY Steel Pit RFAC RFAS | |
| Date Received: Permit Num | ber: | Permi | it Date: Lease Inspection: Yes | No |

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

| Mostion Towning Xmre Xmre The Charlest strength and containing 100 acres, more or lens, and all strengths is lense that it sees that it |
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***See rider attached hereto and made a part hereof:

IN WITNESS WHEREOF, the Witnesses:

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as of the day and yes

Keith R. Goetz

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| PRODUCER'S |
| SPECIAL) |
| (PAID-UP) |

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OIL AND GAS LEASE

Reorder No. 09-115 Kansas Blue Primt 700 S. Broadway PO Box 793 Wichta, KS 67201-0793 318-264-89344-2946-196 fax www.kbp.com · kbp@kbp.com

AGREEMENT, Made Thecla and ဂ ခ် tered into the 6th widow December

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Hambright Inc., 125 Z Market #1 415, Wichita, N N N N 67202

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Lessor, in consideration of <u>One and more</u> Dollars (s <u>1</u> is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, lea of investigating, exploring by geophysical and other means, prospecing duiling, mining and operating for and producing oil, building unker, lea constituent products, logicing east, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building unker, gase products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with therein situated in County of <u>Sheridan</u> Kansas described 25 follows 10-21

Township Section South, NE/4 Range \sim -West

In Section _____ XXX Township XXX , Range XXX and containing |__ 60

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, and all

Subject to the provisions herein contained, this lease shall remain in force for a term of <u>three(3</u>) dars from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent produces, or any of them, is produced from said land or land with which said land is pooled. In consideration of the premises the said lease covenants and agrees: 1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (%) part of all oil produced and saved from the leased premises. 2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manket price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (%) of the proceeds received by lessee from such sales, for the gas sold, used off the as royalty. One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

of this le found in This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term ease or any extension thereof, the lessee shall ontine and her right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

the said

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 When requested by lessor, lessee shall bury lessee's pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said premises without written consent of lessor. 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. If the serate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants here of shall extend to their theirs, executors, administrators, successors or assigne, but no change in the ownership of the land or assignment of renals or royalties shall be binding on the lessee until after the with respect to the assigned portion or portions arising subsequent to the date of assignment. Lessee may at any time execute and deliver to lessor or place of record a release or release covering any portion or portions of the lesses and be relived of all obligations as to the date of this lease shall be subject to all be binding. 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 in 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.

Lessor hereby warrants and agrees to defend the tille to the lands herein described, and agrees that the lesses shall have the right at any time to redeem for lessor, by payment signed lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead may in any way affect the purposes for which this lease all right of dower and homestead may in any way affect the purposes for which this lease all right of dower and homestead in the premises described herein, in so far Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and or lesses in writing and power to rough the tast of the courty in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so produced from a unit on the pooled and surface, at it were included in this lease is the produced in the strate or unit shall be treated, for all purposes except the payment of any strates and release and describing the pooled acreage. The entire acreage so found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or while be located on the premises covered by this lease or near shall execute in writing end under and the land herein lease, whether the well or wells be located on the premises covered by this lease or all execution this lease. If were included in this lease or not. In lieu of the sponder therein as the amount of his acreage pooled in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

***See rider attached hereto and made ք part hereof

IN WITNESS WHEREOF, es: day year first above

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