

For KCC Use:	
Effective Date:	
District #	
0040 🖂 🗸	□

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form C-1 October 2007 Form must be Typed Form must be Signed

Expected Spud Date:	Spot Description:
monar day year	Sec Twp S. R 🔲 E 🔄
PERATOR: License#	feet fromN / S Line of Secti
ame:	feet from L E / L W Line of Section
ddress 1:	Is SECTION: Regular Irregular?
ddress 2:	(Note: Locate well on the Section Plat on reverse side)
ty:	County
ntact Person:	Lease Name: Well #:
one:	Field Name:
DNTRACTOR: License#	Is this a Prorated / Spaced Field? Yes N
ame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
	Ground Surface Elevation:feet MS
Oil Enh Rec Infield Mud Rotary Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile:
Disposal Wildcat Cable	Public water supply well within one mile:
Seismic; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
	Surface Pipe by Alternate: I II
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
Operator:	Length of Conductor Pipe (if any):
Well Name:	Designated Tetal Design
Original Completion Date: Original Total Depth:	
	Water Source for Drilling Operations:
rectional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
Yes, true vertical depth:	DWR Permit #:
ottom Hole Location:	(Note: Apply for Permit with DWR)
CC DKT #:	Will Cores be taken?
	If Yes, proposed zone:
through all unconsolidated materials plus a minimum of 20 feet into 4. If the well is dry hole, an agreement between the operator and the	ach drilling rig; set by circulating cement to the top; in all cases surface pipe shall be set the underlying formation. district office on plug length and placement is necessary prior to plugging;
Or pursuant to Appendix "B" - Eastern Kansas surface casing order	nted from below any usable water to surface within 120 DAYS of spud date. r #133,891-C, which applies to the KCC District 3 area, alternate II cementing I be plugged. In all cases, NOTIFY district office prior to any cementing.
6. If an ALTERNATE II COMPLETION, production pipe shall be ceme Or pursuant to Appendix "B" - Eastern Kansas surface casing order must be completed within 30 days of the spud date or the well shall bmitted Electronically For KCC Use ONLY API # 15 -	nted from below any usable water to surface within 120 DAYS of spud date. r #133,891-C, which applies to the KCC District 3 area, alternate II cementing I be plugged. In all cases, NOTIFY district office prior to any cementing. Remember to: - File Drill Pit Application (form CDP-1) with Intent to Drill; - File Completion Form ACO-1 within 120 days of spud date; - File acreage attribution plat according to field proration orders;
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(This authorization void if drilling not started within 12 months of approval date.)

_ Agent: _

Spud date: __

check the box below and return to the address below.

Well Not Drilled - Permit Expired Date: _

Signature of Operator or Agent:



IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

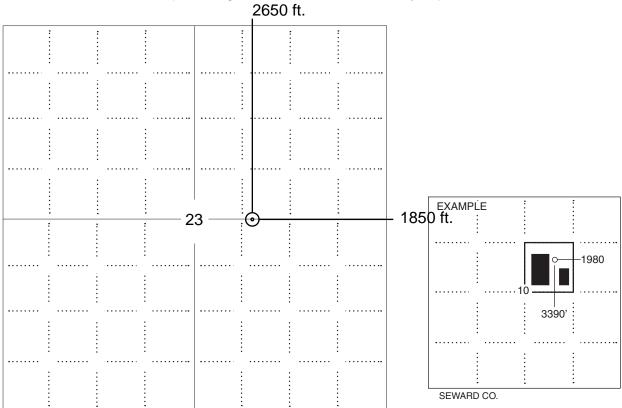
Plat of acreage attributable to a well in a prorated or spaced field

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 oil wells.

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

PLAT

(Show location of the well and shade attributable acreage for prorated or spaced wells.) (Show footage to the nearest lease or unit boundary line.)



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

1018734

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: Emergency Pit Burn Pit Settling Pit Drilling Pit Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled) Is the pit located in a Sensitive Ground Water Is the bottom below ground level? Yes No Pit dimensions (all but working pits):	Artificial Liner?		SecTwp R East West Feet from North / South Line of Section Feet from East / West Line of Section County Chloride concentration: mg/l mg/l (For Emergency Pits and Settling Pits only) How is the pit lined if a plastic liner is not used? Width (feet) N/A: Steel Pits		
	om ground level to de				
If the pit is lined give a brief description of the material, thickness and installation procedure			edures for periodic maintenance and determining ncluding any special monitoring.		
Distance to nearest water well within one-mile	of pit	Depth to shallor Source of infor	west fresh waterfeet. mation:		
feet Depth of water well	feet	measu	iredwell owner electric logKDWR		
Emergency, Settling and Burn Pits ONLY: Producing Formation: Number of producing wells on lease: Barrels of fluid produced daily: Does the slope from the tank battery allow all flow into the pit? Yes No Submitted Electronically		Type of material Number of work Abandonment	over and Haul-Off Pits ONLY: al utilized in drilling/workover: king pits to be utilized: procedure: be closed within 365 days of spud date.		
	кссс	OFFICE USE OF	NLY Steel Pit RFAC RFAS		
Date Received: Permit Num	ber:	Permi	it Date: Lease Inspection:		

OIL AND GAS LEASE

THIS AGREEMENT, E	ntered into this the 1st day of Ju	ylı	7	, 20 <u>05</u>	between
	tty McJunkin, Trustees of the Iv		August 20, 1996 and the	Betty McJunkin Tr	rust
	6; Ida McJunkin, a şingle persoi				
			hereinafter o	called Lessor (wheth	er one or more),
and American Warrion	r, Inc.				<u>.</u>
				,hereinafte	r called Lessee:
investigating, exploring gases, and their respecti- tanks, power stations, to transport said oil, liquid		prospecting drilling, minings, water, other fluids, and as and things thereon to propective constituent product d land, together with any re-	ng and operating for and pro- lair into subsurface strata, loduce, save, take care of, the stand other products many	roducing oil, liquid laying pipe lines, sto treat, manufacture, pufactured therefrom, reacquired interest, the	hydrocarbons, all oring oil, building orocess, store and and housing and
In Section 23	, Township 20 South	, Range 21 West	, and containing 16	0acres, mor	re or less, and all
accretions thereto.					
"primary term"), and as	ions herein contained, this lease sh long thereafter as oil, liquid hydro	carbons, gas or other respe-	ctive constituent products,		can be produced

In consideration of the premises the said lessee covenants and agrees:

to obtain such rotary drilling rig and commence operations for the drilling of a well.

1st. To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

prior to the expiration of the primary term, Lessor agrees that Lessee shall have a reasonable time, not to exceed <u>ninety (90)</u> days, within which

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. At any time, either before or after the expiration of the primary term of this lease, if there is a gas well or wells on the above land (and, for the purposes of this clause, the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, before or after production therefrom, lessee or any assignee hereunder may pay or tender annually, within sixty (60) days after the end of each yearly period during which such gas well or gas wells are shut-in, as substitute gas royalty, One Dollar (\$1.00) per net mineral acre retained hereunder, for the acreage then held under this lease, by the party making such payments or tenders, and, if such payments or tenders are made, it shall be considered under all provisions of this lease that gas is being produced from the leased premises in paying quantities.

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 of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in 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 the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

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.

Lessee shall bury lessee's pipelines 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 said land.

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 casino.

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 their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations 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 releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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 herby 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

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purposes for which this lease is made, as recited herein. release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and

amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the 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. In lieu of the 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 an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated land, lease or leases to rease in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units or 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

STATE OPTENSABIE STATE OPTENSABIE SO OS AT 12: © O'CLOCK PM. RECORDED IN REGISTER OF DEEDS REGISTER OF DEEDS		O T	VIS TO STATE	My commission expires
. 20 by	To yab_	re me this	vas acknowledged befo	w tramment in griegator and T
Notary Public	PILC - State of Kansas Exp. 2/1/06	BUG YRATON ASSESSED IN SECTION OF		STATE OF
Les mice Moses			70/4/8	My commission expires
yited ent bns 8661 ,02 izuguA beit	McJunkin Trust da	rustees of the Ivar A	ind Betty McJunkin, [–]	
γd, 30 _0Ω,	VIUL Jo Kab	re me this	ojad havbalwondas sev	COUNTY OF Ness The foregoing instrument w
				STATE OF KANSAS
	:#SS	<u> </u>		
000	82#: 245-28-64		- wyw	Ida McJunkin
			• 0	
	:#SS		undein	Betty Modunkin, Trustee
82	28#: 513-38-24		ingre	War McJunkin, Truskee
		sar first above written.	we sign the day and yo	IN MILNESS MHEKEOE
	,			

FEE \$8.00 TECH FUND

OIL AND GAS LEASE

THIS AGREEMENT, E	Entered into this the 14th day of J	une		, 20 <u>05</u>	between
Ivar McJunkin and Be	etty McJunkin, Trustees of the Iv	ar McJunkin Trust dated	August 20, 1996 and the I	3etty McJunkin Tr	rust
dated August 20, 199	6; Ida McJunkin, a single perso	n.			
			hereinafter ca	lled Lessor (wheth	ner one or more),
and American Warrio	r, Inc.				
				,hereinafter	r called Lessee:
herein provided and of investigating, exploring gases, and their respecti tanks, power stations, t transport said oil, liquid	tion of Ten (\$10.00) & O V C The agreements of the lessee her by geophysical and other means, ive constituent products, injecting gelephone lines, and other structure hydrocarbons, gases and their res employees, the following describe State of Kans er (NE/4)	rein contained, hereby gra- prospecting drilling, mining gas, water, other fluids, and as and things thereon to pro- spective constituent product d land, together with any re-	ng and operating for and pro- l air into subsurface strata, lay oduce, save, take care of, tre ts and other products manuf	ely unto lessee for ducing oil, liquid he ying pipe lines, sto eat, manufacture, practured therefrom, acquired interest, the	or the purpose of hydrocarbons, all bring oil, building process, store and and housing and
In Section 23	, Township 20 South	, Range 21 West	, and containing 160	acres, mor	re or less, and all
accretions thereto.					
Subject to the provis "primary term"), and as	sions herein contained, this lease sh long thereafter as oil, liquid hydro	nall remain in force for a ter ocarbons, gas or other respe	m of Three (3) y	vears from this any of them, is or	

In consideration of the premises the said lessee covenants and agrees:

to obtain such rotary drilling rig and commence operations for the drilling of a well.

1st. To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

from said land or land with which said land is pooled. If, due to circumstances beyond Lessee's control, Lessee is unable to obtain a rotary drilling rig prior to the expiration of the primary term, Lessor agrees that Lessee shall have a reasonable time, not to exceed <u>ninety</u> (90) days, within which

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. At any time, either before or after the expiration of the primary term of this lease, if there is a gas well or wells on the above land (and, for the purposes of this clause, the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, before or after production therefrom, lessee or any assignee hereunder may pay or tender annually, within sixty (60) days after the end of each yearly period during which such gas well or gas wells are shut-in, as substitute gas royalty, One Dollar (\$1.00) per net mineral acre retained hereunder, for the acreage then held under this lease, by the party making such payments or tenders, and, if such payments or tenders are made, it shall be considered under all provisions of this lease that gas is being produced from the leased premises in paying quantities.

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 of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in 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 the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

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.

Lessee shall bury lessee's pipelines 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 said land.

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 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 their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations 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 releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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 herby 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

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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 may in any way affect the purposes for which this lease is made, as recited herein.

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 immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be into a unit or units not exceeding 40 acres each in the event of an well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records 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 unit shall be treated, for all purposes except the payment of royalties on production from the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except 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. In lieu of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

Э	Notary Public	STATE OF KANSAS NESS COUNTY S		
			1000 in 1000 i	commission expires
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vd0	750	To yeb	vledged before me this	e foregoing instrument was acknow
	f			ONTY OF
	van v (maav	My Appl Exp. ALTIOS		ATE OF
ies Mose	MANA L	NOTARY PUBLIC - State of Kansas	90,	Commission expires
		ingle person.	1996 and Ida McJunkin, a s	clunkin Trust dated August 20,
				ar McJunkin, Trustee and Betty
yd, 50 05	ζ-	Anul to yeb	AC\ sint ame stored begabely	e foregoing instrument was acknow
				UNTY OF Mess
				ATE OF KANSAS
		:#SS		
		 		a McJunkin
	Q5H9-8	C- GA5 :#SS	<	Lee Mc Junkan
				etty McJunkin, Trustee
		:#SS	**************************************	etty me Juntin
				ar McJunkin, հեսենe
	9868-8	5-512 :#SS		han me Junden
		nen.	ne day and year first above wr	MILINESS WHEREOF, we sign th

BOOK'

LECH EUND \$4.00

RECORDED IN

PAGE

20 SS AT 11:45 O'CLOCK RM