

For KCC Use:	
Effective Date:	
District #	
0010	□

# Kansas Corporation Commission Oil & Gas Conservation Division

Form C-1 October 2007 Form must be Typed

expected Spud Date:	Spot Description:
month day year	Sec Twp S. R E\
	(a/a/a/a) set feet from N / S Line of Section
PERATOR: License#	feet from E / W Line of Section
ame:	
ddress 1:	Is SECTION: Regular Irregular?
ddress 2:	(Note: Locate well on the Section Plat on reverse side)
ty: + State: Zip: + ontact Person:	County
none:	Lease Name: Well #:
	Field Name:
ONTRACTOR: License#	Is this a Prorated / Spaced Field?
ame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
Oil Enh Rec Infield Mud Rotary	Ground Surface Elevation:feet MS
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:
If OMMANO, and wall information as follows:	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:	Projected Total Depth:
Original Completion Date: Original Total Depth:	
in the start of Designated and Lagrange Locally and	Water Source for Drilling Operations:
irectional, Deviated or Horizontal wellbore? Yes No	Well Farm Pond Other:
Yes, true vertical depth: ottom Hole Location:	DWN Fellill #
CC DKT #:	(Note: Apply for Permit with DWR )
	- Will Cores be taken?YesN
	If Yes, proposed zone:
ne undersigned hereby affirms that the drilling, completion and eventual price is agreed that the following minimum requirements will be met:  1. Notify the appropriate district office <i>prior</i> to spudding of well;  2. A copy of the approved notice of intent to drill <i>shall be</i> posted on ea.  3. The minimum amount of surface pipe as specified below <i>shall be set</i> through all unconsolidated materials plus a minimum of 20 feet into the	ch drilling rig;  et by circulating cement to the top; in all cases surface pipe shall be set he underlying formation.  strict office on plug length and placement is necessary prior to plugging;
Or pursuant to Appendix "B" - Eastern Kansas surface casing order	ted from below any usable water to surface within 120 DAYS of spud date. #133,891-C, which applies to the KCC District 3 area, alternate II cementing be plugged. In all cases, NOTIFY district office prior to any cementing.
•	
<u>,                                      </u>	Remember to:
For KCC Use ONLY	- File Drill Pit Application (form CDP-1) with Intent to Drill;
,	

	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 requiredfeet	<ul> <li>File acreage attribution plat according to field proration orders;</li> <li>Notify appropriate district office 48 hours prior to workover or re-entry;</li> </ul>
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.
(The dathorization fold if drining not otarted within 12 months of approval date.)	Well Not Drilled - Permit Expired Date:
Spud date: Agent:	Signature of Operator or Agent:
Opud date Agent	



1980

## 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:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	SecTwpS. R 🗌 E 🗍 W
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.)

			i	150 π.			
:	:	:	(	)——	:	: :	– 2050 ft.
 : : :	·	: :					
  !	i	: :		: 	: :		
 : :	· · · · · · · · · · · · · · · · · · ·	:			:		
<u>:</u> :	<u>:</u> :	<u>:</u> : 3	2 —	<u>:</u> :	: : : :	: :	EXAMPLE
 		 					0-
 :	: :	:		: 	:	:	3390
 : 		: 					
:	:	:		:	:	:	SEWARD CO.

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

1019260

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?  Yes No  Length (feet)  om ground level to deepest point:  liner Describe proce		SecTwpR East West West Feet from North / South Line of Section Feet from East / West Line of Section Coun Coun Chloride concentration: mg/ (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	
Distance to nearest water well within one-mile of pit		Depth to shallo	owest fresh waterfeet.	
		Source of infor		
<u>·</u>	feet Depth of water wellfeet		uredwell owner electric logKDWR	
Emergency, Settling and Burn Pits ONLY:		•	cover and Haul-Off Pits ONLY:	
Producing Formation:			al utilized in drilling/workover:	
Number of producing wells on lease:		Number of working pits to be utilized:		
Barrels of fluid produced daily:  Does the slope from the tank battery allow all spilled fluids to flow into the pit?  Yes  No			be closed within 365 days of spud date.	
Submitted Electronically				
	ксс	OFFICE USE OF	NLY Steel Pit RFAC RFAS	
Date Received: Permit Num	ber:	Permi	nit Date: Lease Inspection:	

# OIL AND GAS LEASE

	<u> </u>			
THIS AGREEMENT, Entered in	to this the 8th	day of	October - 05	
between Jana M. Frii	nk, Trustee of the St.	Jana M. Frink Re	October 20 05 vocable Trust dated August 8, 2001	
Hermann, N	Aissouri 65041			••••••
and Thomas Energ	y, Inc., 209 E. Wi	lliam, Suite 908, \	Nichita, KS 67202 hereinafter called lesses, does v	l lessor, vitness:
leases as to all or any part of the including core drilling and the dri respective constituent vapors, and for constructing roads, laying pip economical operation of said land	lends covered thereby as hereight is lends covered thereby as hereight in the season of the season found thereon, ele lines, building tanks, storing a lende or conjointly with neighbor a into the subsurface strata, said	y levalisticaly lights tratesh, an nafter provided, for the purpose, producing and saving all of the the exclusive right of injecting, oil, building power stations, ele- ring lands, to produce, save, tak tract of land being albusted in the	MOTE  Dollars in hand peld and of the covered seased, and let and by these presents dose hareby grant, lease, with the right to unitize this lease or any part thereof with other oil of carrying on geological, prophysical and other solloptostry work oil, pass, pass condensets, pas distillate, calenghed gaselines vater, brine, and other fluids and substances into the autosurface at extrical lines and other structures thereon necessary or convenien e cere of, and manufacture all of such substances, and the injection a country of	and gas thereon, and their rata, and
Township 32 South			20051072 STATE OF KANSAS, COMANCHI This instrument was filed for D	COUNTY
Section 32: NE/4	n, Kange 20 wesi		11/01/2005 at 10:05 AM and Book 104 Page 0101 Fe	ecord on duly record es \$12.00
	Oacres, more		Guyneth Snyder, Register of De	eds #1
<ol><li>This lease shall remain in f casinghead gasoline or any of the</li></ol>	force for a term of	hree (3) yes s or can be produced.	rs (called "primary term") and as long thereafter as oil, gas, casingh	ead gas,
<ol> <li>The lessee shall deliver to oil produced and saved from the like grade and gravity prevailing of</li> </ol>	leased premises or at the lesse	e's notion may new to the lesso	to which lessee may connect its wells the equal one-eighth (1/8th) p r for such one-eighth (1/8th) royally the market price at the wellhead	part of all for oil of
casinghead gas, gas used for the such gas is not sold by the less whether one or more wells, an ar	e manufacture of gasoline or any see, lessee may pay or tender a mount equal to one dollar per ne	other product, and all other gas- nnually at or before the end of t mineral acre, and while said s	eived by the lessee from the sale of gas, gas condensate, gas as, including their constituent parts, produced from the land herein it each yearly period during which such gas is not sold, as a shut-in- trul in royally is so paid of tendered, it will be considered under all p in such gas is not sold shall begin on the date the first well is comp	eased. If n royally, roylsions
	se and may be maintained during			
<ol> <li>In the event said lessor or shall be paid to said lessor only revert to lessor, or his heirs, or his</li> </ol>	in the proportion which his inte	rest bears to the whole and un:	nd undivided fee simple estate therein then the royalties herein pro livided fee; however, in the event the title to any interest in said lan	vided for id should
When required by lessor, the less be drilled nearer than 200 feet to	see shall bury its pipe lines belov o the house or barn now on said	v plow depth and shall pay for d I premises without written cons	d for its operations thereon, except water from existing wells of the amage caused by its operations to growing crops on said land. No ant of the lesson. Lesses shall have the right at any time during, or laced on said premises, including the right to draw and remove all o	well shall after the
devisees, executors, administral enlarge the obligations or dimini- lessee until it has been furnishe owner and of the probate therec appropriate, together with all orig	tors, successors, and assigns, is the rights of lesses, and no of divide either the original recorder of, or certified copy of the proceinal recorded instruments of convence payments of rentals made	but no change or division in or change of ownership in the lan- d instrument of conveyance or ledings showing the appointme tweyance or duly certified cople	In part is expressly allowed), the covenanta hereof shall extend to winership of the land, or royallies, however accomplished, shall of or in the royallies or any sum due under this leese shall be bindin at othy cartified copy thereof, or a cartified copy of the will of any nt of an administrator for the estate of any deceased owner, will a thereof necessary in showing a complete chain of title back to lead documents shall be binding on any direct or indirect assignee,	perate to ng on the deceased ichever is sor of the
and all royalties accruing hereun	nder shall be divided among and nall be no obligation on the part o	paid to such separate owners in the lessee to offset wells on a	cts, the premises may nonetheless be developed and operated as on the proportion that the acreage owned by each separate owner be aparate tracts into which the land covered by this lease may now or anks.	ers to the
any taxes, mortgages, or other if	iens existing, levied, or assessed	d on or against the above descr	grees that the leases, at its option, may pay and discharge in whole bed lands and, in the event it exercises such options it shall be sub of any such mortgage, tax or other lien, any royally accruing hereund	rogated to
reworking operations within one then engaged in drilling or rewor eny other well thereafter comme	hundred-twenty (120) days then rking operations thereon, then in	reafter, or if at the expiration of either event, this lease shall re than one hundred twenty (120)	ause, this lease shall not terminate if lessee commences additional the primary term, oil or gas is not being produced on seld tend, but main in force so long as operations are prosecuted either on the sar consecutive days, and if they result in production of oil or gas, this I lease.	l lesses is mé well or
county. In case said lease is a	rurrendered and canceled as to o portion canceled shall cease an	only a portion of the acreage co	rmailing such release to the lessor, or by placing same of record in wered thereby, then all payments and liabilities thereafter according on of the acreage not released the terms and provisions of this i	the proper under the ease shall
governmental agencies admini- comply with any of the express should be prevented during the	stering the same, and this lease a or implied provisions hereof if	shell not be in any way termin such failure accords with any arm hereof from drilling a well h	was and the orders, rules, or regulations (and interpretations the alled wholly or patially nor shall the leases be liable in demaps to such lews, orders, rules or regulations for interpretations thereof), presented by the order of any constituted authority having jurisdiction.	or failure to . If lessee
land covered by another lease, to promote the conservation of or units not exceeding 540 acr quarter sactions. Leasee shall The entire acreege so pooled it this lease. If production is four by this lease or not. Any well production from the unit so po mineral acreege so pooled in it	or leases when, in leased's judy is such minerals in and under sake as each in the event of a gas a lexecute in writing and tile for rito a unit or units ahall be treated on eny part of the pooled acount of the pooled only such portion of the roper touter unit involved.	gment, it is necessary or advise I land, euch pooling to be in a un nd/or condensate or distillate w ecord in the county in which th dif or all purposes, except the p segs it shall be treated as if pro pe and constitute a well hereun yally stipulated herein as the as	or more units the land covered by this lease, or any portion thereof, bit to do so in order to properly develop and operate said lease pren ill or units not exceeding 40 acres each in the event of an oil well, or ell, plus a tolerance of ten persont (10%) to conform to Government is lend is situated an instrument identifying and describing the pool syment of royalties on production from the pooled unit, as if it were duction is haff from this lease whether any set is located on the la- ler. In lieu of the royalties disewhere herein specified lessor shall nount of his net royalty interest therein on an acreage basis bears	r into a unit ntal Survey ed acreage, included in ind covered
	•		n all successors of said lessor and lesses.	
Upon completion surface to its orig	n of drilling operati ginal condition as	ons, Lessee agre near as practicab	es to backfill the pits when dry, restor le, and pay for all damages.	e the
IN WITNESS WHEREOF, we	sign the day and year first above	written.		

Jana M. Frink Revocable Trust

. Jana M. Frink, Trustee

STATE OF Missouri )ss.	
COUNTY OF Gasconade )	
by Jana W. Frink, Trustee of the Jana M. H	e on this 20 th day of October , 20 05 rink Revocable Trust dated August 8, 2001
My commission expires: 3-5-2009	Charlene Klein
	CHARLENE ALEIN  CHARLENE ALEIN  My Commission Expires  NOTARY  March 5, 2009  SEAL  Gasconada County  Commission #05459723
STATE OF	
COUNTY OF , )ss.	ACKNOWLEDGMENT FOR INDIVIDUAL
Dy	ne on this day of20
My commission expires:	
	Notary Public
· •	
07477 07	
STATE OF)	ACKNOWLEDGMENT FOR CORPORATION
COUNTY OF	
This instrument was acknowledged to m	ne on this, 20, 20, president of
	aspresident of
My commission expires:	•
·	Notary Public
•	
•	•
STATE OF)	
COUNTY OF)	ACKNOWLEDGMENT FOR INDIVIDUAL
This instrument was acknowledged to m	ne on this day of, 20
My commission expires:	
	Notary Publi

THOMAS ENERGY, INC. 209 E. William, Suite 908 Wichita, Kansas 67202

Kansas -Oklahoma	OIL AND GAS LEA	SE
THIS AGREEMENT, Entered Maureen Harden Her P.O. Box 284 Protection, Kansas 6	ed Into this 9th day of January d and Hern J. Herd, her husband	, 2006, between
and Sunflower Energ	y, LLC, 10801 Mastin, Suite 920, Overland Pa	ark, Kansas 66210, hereinafter called lessee, does
grant, lease, and let exclusively or any part thereof with other of geological, geophysical and oil the oil, gas, gas condensate, gright of injecting water, brine, storing oil, building power stati or conjointly with neighboring it	in consideration of the sum ofTen (10) and relnafter contained to be performed by the lessee, has this day y unto the lessee the hereinafter described land, with any reversial and gas leases as to all or any part of the lands covered there exploratory work thereon, including core drilling and the orbit as distillate, casinghead gasoline and their respective constitue and other fluids and substances into the subsurface strata, and, selectrical lines and other structures thereon necessary or cands, to produce, save, take care of, and manufacture all of su strata, said tract of land being situated in the County ofCo	ionary rights therein, and with the right to unitize this leads by as hereinather provided, for the purpose of carrying on ling, mining, and operating for, producing and saving all of Iv apors, and all other gases, found thereon, the exclusive of for constructing groads, laying pipe lines, building tanks, convenient for the economical operation of said land alone.
	Township 32 South, Range 20 West Section 28: W%W%, SE%NW% Section 29: S%SE%	20060248 STATE OF KANSAS, COMANCHE COUNTY This instrument, was filed for Record on 02/13/2006 at 01:00 PM and duly recorded Book 104 Page 0403 Fees \$12:00
containing 280 acres,	more or less.	Guyneth Snyder, Register of Deeds by.
3. The lessee shall deliver t	force for a term of three (3) years (celled "print y of the products covered by this lease is or can be produced.  In lessor as royalty, free of cost, on the lease, or into the pipe is cost and saved from the leased premises, or at the lessee's option the lease of the cost of the c	nary term") and as long thereafter as oil, ges, casinghead line to which lessee may connect its wells the equal one- on may pay to the lessor for such one sightly the

- for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.
- 4. The lessee shall pay to the lessor, as a royally, one-eighth (1/8) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghoad gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. Where gas from a well or wells equipped and completed as a gas well or wells is not sold for a period of one (1) year from the end of the primary term and the well is shut in, Lessee shall pay Lessor a shut-in royalty of \$7.00 per net mineral acre per year. Payment of shut-in royalty will not extend the lease for more than two (2) additional years from the date the well is shut in.
- 5. This lease is a paid-up lease and may be maintained during the primary term without further payments or drilling operations.
- 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 herein provided for shall be paid to 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.
- 7. The lessee shall have the right to use free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without writter consent of the lessor. Lessee shall have the right at any time during, or a fier 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. If lessee completes a water well on the leased premises, lessee may use the water from such well only for drilling operations on the leased premises.
- 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 however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change or division in ownership of the land, or royalities, or any sum due under this lease shall be binding on the lessee until it has been furnished with either the order accomplished copy of the write of expressions and on the propate the result of the reputation of the propate the result of conveyance or a the appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or or duty certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentalts made hereunder before receipt of said documents shall be binding on any direct or Indirect assignee, grantee, dovisee, or administrator, executor, or heir of lessor.
- 9. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royallies accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage warned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate rots into which the land covered by this lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.
- 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 p and any taxes, mortgages, or other liens existing, levied, or a sesseed on or a gainst the above described lands and, in the event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse listelf by applying to the discharge of any such mortgage, tax or other lien, any royally accruing hereunder.
- 11. If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within one hundred-twenty (120) days thereafter, or if at the expiration of the primary term, oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil
- 12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and isabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in fulf force and effect for all purposes.
- 13. 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, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be 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, the primary term of this lease shall continue until six months after said order is
- 14. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases when, in lessee's judgment, it is necessary or advisable to do so in order to property not exceeding 80 acres each in the event of an oil well, or into a unit or units not exceeding 320 acres each in dust an unit or units of exceeding 320 acres each in the event of an oil well, or into a unit or units not exceeding 320 acres each in the event of a gas and/or condensate or record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payment of royalities on production from the pooled unit, as it is were included in this lease. If production its lease or not. Any well drilled on such unit shall be and constitute a well beneunder. In lieu of the royalities elsewhere herein specified lessor shall acreage basis bears to the total mineral acreage so pooled in the production from the unit shall be land covered by the cover of lands within the unit must be land covered by this lease. Any land covered by this lease which is not included in a unit shall be released upon the expiration of the primary term of this lease, unless other oil and/or gas production is perpetuating the lease insofar as it covers land not within a unit. production is perpetuating the lease insofar as it covers land not within a unit.

15. The Installation of a salt water disposal well is not permitted on the leas on the leased premises.	sed premises excapt for disposal of salt water produced from wells located
16. This lease and all its terms, conditions, and stipulations shall extend to a	and be binding on all successors of sald lessor and lessee.
IN WITNESS WHEREOF, we sign the day and year first above written.	
Maureen Harden Herd  Maureen Harden Herd	Hern J. Hern Hern J. Herd

STATE OF KANSAS	)		
COUNTY OF COMANCHE	)ss. )	ACKNOWLEDGMENT FOR INDIVIDUAL	
This instrument was acl	knowledged t	to me this 12th day of January, 2006, by	

Maureen Harden Herd and Hern J. Herd.

Charles H. Herd
NOTARY PUBLIC
State of Kansae
My Appt. Explres (2-10-27)

My commission expires: Dec. 10, 2007

Charles H. Herd

Notary Public



Kathleen Sebelius, Governor Thomas E. Wright, Chairman Michael C. Moffet, Commissioner Joseph F. Harkins, Commissioner

June 06, 2008

John Farmer IV Farmer, John O., Inc. 370 W WICHITA AVE PO BOX 352 RUSSELL, KS67665-2635

Re: Drilling Pit Application Frink Unit A Lease Well No. 1 NE/4 Sec.32-32S-20W Comanche County, Kansas

# Dear John Farmer IV:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed <u>without slots</u>, the bottom shall be flat and reasonably level and the free fluids must be removed. The fluids are to be removed from the reserve pit as soon as the Hutchinson Salt section has been drilled through and displacement of the fluids into the reserve pit has occurred. The fluids should be removed again within 96 hours after drilling operations have ceased. **KEEP PITS away from draw/drainage**.

If production casing is set all completion fluids shall be removed from the working pits daily. NO completion fluids or non-exempt wastes shall be placed in the reserve pit.

The fluids should be taken to an authorized disposal well. Please call the District Office at (620) 225-8888 when the fluids have been removed. Form CDP-5 (August 2004), Exploration and Production Waste Transfer, must be filed within 30 days of fluid removal. Conservation division forms are available through our office and on the KCC web site: kcc.ks.gov/conservation/forms/

A copy of this letter should be posted in the doghouse along with the approved Intent to **Drill**. If you have any questions or concerns please feel free to contact the District Office at (620) 225-8888.