



For KCC Use:
 Effective Date: _____
 District # _____
 SGA? Yes No

KANSAS CORPORATION COMMISSION 1019602
 OIL & GAS CONSERVATION DIVISION

Form C-1
 October 2007

Form must be Typed
 Form must be Signed
 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: _____
 month day year

OPERATOR: License# _____
 Name: _____
 Address 1: _____
 Address 2: _____
 City: _____ State: _____ Zip: _____ + _____
 Contact Person: _____
 Phone: _____

CONTRACTOR: License# _____
 Name: _____

Well Drilled For:	Well Class:	Type Equipment:
<input type="checkbox"/> Oil	<input type="checkbox"/> Enh Rec	<input type="checkbox"/> Infield
<input type="checkbox"/> Gas	<input type="checkbox"/> Storage	<input type="checkbox"/> Pool Ext.
	<input type="checkbox"/> Disposal	<input type="checkbox"/> Wildcat
<input type="checkbox"/> Seismic ; _____ # of Holes	<input type="checkbox"/> Other	<input type="checkbox"/> Mud Rotary
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Air Rotary
		<input type="checkbox"/> Cable

If OWWO: old well information as follows:

Operator: _____
 Well Name: _____
 Original Completion Date: _____ Original Total Depth: _____

Directional, Deviated or Horizontal wellbore? Yes No
 If Yes, true vertical depth: _____
 Bottom Hole Location: _____
 KCC DKT #: _____

Spot Description: _____
 _____ - _____ - _____ - _____ Sec. _____ Twp. _____ S. R. _____ E W
 (00/000) _____ feet from N / S Line of Section
 _____ feet from E / W Line of Section
 Is SECTION: Regular Irregular?

(Note: Locate well on the Section Plat on reverse side)

County: _____
 Lease Name: _____ Well #: _____
 Field Name: _____
 Is this a Prorated / Spaced Field? Yes No

Target Formation(s): _____
 Nearest Lease or unit boundary line (in footage): _____

Ground Surface Elevation: _____ feet MSL
 Water well within one-quarter mile: Yes No
 Public water supply well within one mile: Yes No

Depth to bottom of fresh water: _____
 Depth to bottom of usable water: _____

Surface Pipe by Alternate: I II
 Length of Surface Pipe Planned to be set: _____

Length of Conductor Pipe (if any): _____
 Projected Total Depth: _____

Formation at Total Depth: _____

Water Source for Drilling Operations:
 Well Farm Pond Other: _____

DWR Permit #: _____
 (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

For KCC Use ONLY

API # 15 - _____

Conductor pipe required _____ feet

Minimum surface pipe required _____ feet per ALT. I II

Approved by: _____

This authorization expires: _____
 (This authorization void if drilling not started within 12 months of approval date.)

Spud date: _____ Agent: _____

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;
- Notify appropriate district office 48 hours prior to workover or re-entry;
- Submit plugging report (CP-4) after plugging is completed (within 60 days);
- Obtain written approval before disposing or injecting salt water.
- If this permit has expired (See: authorized expiration date) please check the box below and return to the address below.

Well Not Drilled - Permit Expired Date: _____
 Signature of Operator or Agent: _____



1019602

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: _____

Lease: _____

Well Number: _____

Field: _____

Number of Acres attributable to well: _____

QTR/QTR/QTR/QTR of acreage: _____ - _____ - _____ - _____

Location of Well: County: _____

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Sec. _____ Twp. _____ S. R. _____ E W

Is Section: Regular or Irregular

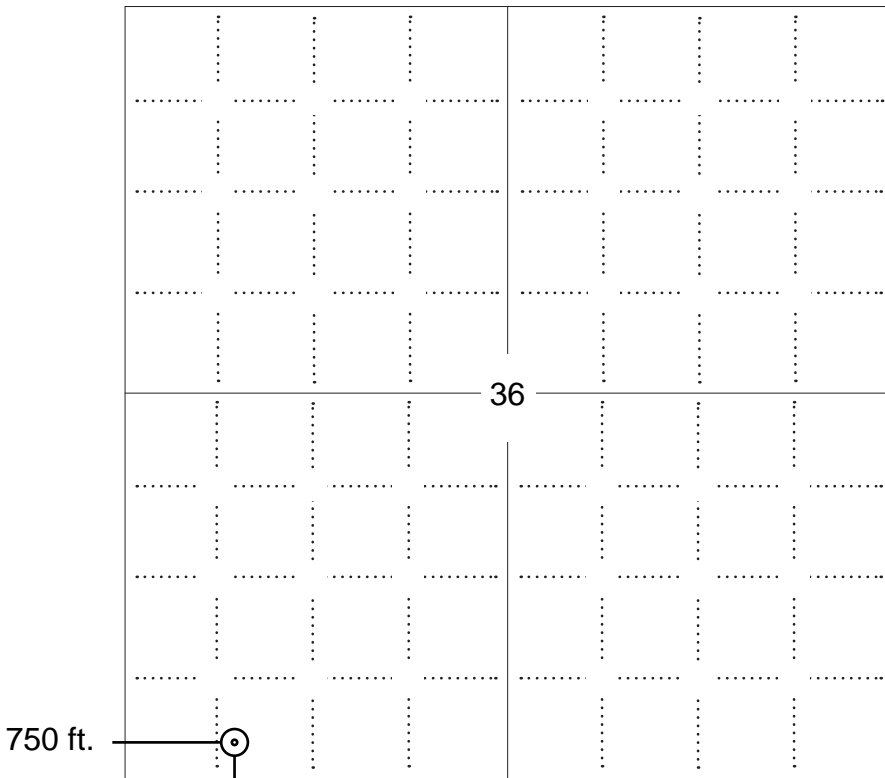
If Section is Irregular, locate well from nearest corner boundary.

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 1019602
OIL & GAS CONSERVATION DIVISION

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: <input type="checkbox"/> Emergency Pit <input type="checkbox"/> Burn Pit <input type="checkbox"/> Settling Pit <input type="checkbox"/> Drilling Pit <input type="checkbox"/> Workover Pit <input type="checkbox"/> Haul-Off Pit <i>(If WP Supply API No. or Year Drilled)</i>		Pit is: <input type="checkbox"/> Proposed <input type="checkbox"/> Existing If Existing, date constructed: _____ Pit capacity: _____ (bbls)	
Is the pit located in a Sensitive Ground Water Area? <input type="checkbox"/> Yes <input type="checkbox"/> No		Chloride concentration: _____ mg/l <i>(For Emergency Pits and Settling Pits only)</i>	
Is the bottom below ground level? <input type="checkbox"/> Yes <input type="checkbox"/> No		Artificial Liner? <input type="checkbox"/> Yes <input type="checkbox"/> No	
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 from ground level to deepest point: _____ (feet) _____ No Pit			
If the pit is lined give a brief description of the liner material, thickness and installation procedure.		Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring.	
Distance to nearest water well within one-mile of pit _____ feet Depth of water well _____ feet		Depth to shallowest fresh water _____ feet. Source of information: _____ measured _____ well owner _____ electric log _____ KDWR	
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 spilled fluids to flow into the pit? <input type="checkbox"/> Yes <input type="checkbox"/> No		Drilling, Workover and Haul-Off Pits ONLY: Type of material utilized in drilling/workover: _____ Number of working pits to be utilized: _____ Abandonment procedure: _____ _____ Drill pits must be closed within 365 days of spud date.	
Submitted Electronically			

KCC OFFICE USE ONLY	Steel Pit	RFAC	RFAS
Date Received: _____ Permit Number: _____ Permit Date: _____ Lease Inspection: <input type="checkbox"/> Yes <input type="checkbox"/> No			

UNITIZATION AGREEMENT

WHEREAS, Vess Oil Corporation is the operator of the following Oil and Gas Lease located in Ness County, Kansas described as follows:

Lessor: Frank M. Putnam and Phyllis Putnam, his wife
Lessee: Robert B. Wood
Date: March 5, 1975
Recorded: Book 112, Page 119
Description: SW/4 Sec. 36-20S-26W

WHEREAS, Palomino Petroleum, Inc. is the Operator of the Oil and Gas Lease located in Hodgeman County, Kansas, covering the following described lands:

Lessor: Steve Irsik, Inc.
Lessee: J. Fred Hambright, Inc.
Date: July 10, 2005
Recorded: Book 57, Page 4
Description: Extension recorded Book M/85, Page 8
NW/4 Sec. 2-21S-26W

WHEREAS, Working Interest Owners are the owners of all of the leasehold interests created by said leases, all as is shown of record in Ness and Hodgeman Counties, Kansas, and

WHEREAS, the parties hereto desire to pool a portion of the above-described lease premises and leasehold estates created by such leases for oil and gas production, as though the pooled acreage had been covered by one lease.

WHEREAS, it is further agreed that all production of oil from the pooled unit created hereby under either of the leases hereby pooled shall be treated as an entirety and shall be prorated among the owners thereof in the proportion that the number of acres owned by such owner in the pooled unit bears to the total acreage in the pooled unit. All payments for oil production from the pooled unit created hereby attributable to the leasehold interests under either of the leases hereby pooled shall be prorated and paid to the owners of such leasehold interests in the proportion that their interest in the pooled premises bears to the total acreage in such pooled premises.

WHEREAS, this agreement and the terms and conditions hereof shall extend to and be binding upon the parties hereto and their respective heirs, successors or assigns, and shall be considered as covenants running with the above-described Oil and Gas Leases. All operations conducted upon the pooled unit created hereby shall be considered for all purposes except payment of production proceeds, as if such operations were conducted upon both leases shown above.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby pool such Oil and Gas Leases so as to form a separate operating unit for the production of oil and gas as follows:

Insofar and only insofar as a tract of land in the South Half of the Southwest Quarter, of Section 36, Township 20 South, Range 26 West, Ness County, Kansas, described as follows: commencing at the southwest corner of said Section 36, thence approximately 310 feet east along the south section line to a point of beginning, thence east approximately 1320 feet along said south section line, thence north 660 feet, thence west 1320 feet, thence south 660 feet to the place of beginning, containing twenty (20) acres, more or less, and

Insofar and only insofar as a tract of land in the North half of the Northwest Quarter, of Section 2, Township 21 South, Range 26 West, Hodgeman County, Kansas, described as follows: commencing at the Northwest corner of said Section 2, thence approximately 860 feet east along the north section line to a

point of beginning, thence east approximately 1320 feet along said north section line, thence south 660 feet, thence west 1320 feet, thence north 660 feet to the place of beginning, containing twenty (20) acres, more or less, forming a unit of approximately 40 total acres consisting of the above described two tracts of approximately 20 acres each;

and the undersigned does hereby give public notice of such pooling. This Agreement may be signed in any number of counterparts, each of which will be deemed an original instrument but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have set their hands and seal this _____ day of _____, 2008.

OPERATOR:

VESS OIL CORPORATION

By: _____
Brian T. Gaudreau
Vice President, Land

WORKING INTEREST OWNERS:

VESS ENERGY CORPORATION PALOMINO PETROLEUM, INC.

By: _____ J. M. Vess, President By: _____ Klee R. Watchous, President

JEANETTE C. ADAMS TESTAMENTARY TRUST A

By: _____
John Hall, Trustee

JEANETTE C. ADAMS TESTAMENTARY TRUST B

By: _____ Brad Johnston, Co-Trustee By: _____ Curtis Johnston, Co-Trustee

MRS. ADAMS OIL LLC BISON ENERGY LLC

By: _____ Mark H. Adams, III, Managing Partner By: _____ C. J. Lett, III, Managing Member

CONNIE L. CHAPMAN MICHAEL A. CHAPMAN

By: _____ Connie L. Chapman By: _____ Michael A. Chapman

COATS ENERGY INC.

By: _____
Charles Casey Coats, President

DAVIS ENERGY LLC

By: _____
L. D. Davis, Managing Member

LUCILLE HAMMERLY ESTATE
Raymond S. Hammerly, Executor

By: _____
Printed Name: _____
Executor of Raymond S. Hammerly Estate

WILLIAM R. HORIGAN &
LESLIE HORIGAN

By: _____
William R. Horigan

By: _____
Leslie Horigan

MARY L. MCBRIDE

By: _____
Mary L. McBride

David Doyel, Vice President

S & J OPERATING COMPANY

By: _____
Joe L. Johnson, Jr., Vice President

JOHN & PATRICIA SIEDHOFF JOINT REVOCABLE TRUST

By: _____
John Siedhoff, Trustee

By: _____
Patricia Siedhoff, Trustee

SPRING CREEK RESOURCES LLC

JOEL STULL &
DEBBIE STULL

By: _____
Charles W. Aikins, III, Managing Member

By: _____
Joel Stull

By: _____
Debbie Stull

TBIRD LC

THIS COMPANY INC., A WY CORP.

By: _____
Will G. Price, III, Managing Member

By: _____
Timothy Chapman, Owner

HELEN G. WALTON

WESTBACK PURCHASING CO. LLC

By: _____
Robert H. Walton, III, Attorney-in-Fact

By: _____
Thomas L. Kivisto, President

CHARLES A. WILLIAMS, JR. TRUST
Wells Fargo Bank, NA, Trustee

By: _____
Printed Name: _____
Title: _____

AMENDMENT OF OIL AND GAS LEASE

WHEREAS, heretofore under date of March 5, 1975, Frank M. Putnam and Phyllis Putnam, his wife, as Lessors, executed an Oil and Gas Lease, hereinafter referred to as "Said Lease", in favor of Robert B. Wood, as Lessee, covering one hundred sixty (160) acres of land, more or less, described as the Southwest Quarter (SW/4) of Section 36, Township 20 South, Range 26 West, Ness County, Kansas, Said Lease being recorded in Book 112, Page 119 of the Records of Ness County, Kansas and,

WHEREAS, Said Lease contains no provision for the pooling of lands for oil and or gas units, and,

WHEREAS, both Lessee and the successor Lessor(s) desire to amend Said Lease to incorporate a provision allowing pooling for oil and or gas units;

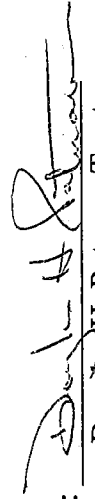

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of amending Said Lease, it is hereby agreed that the following language shall be incorporated into said lease, the same as if it has been a part of the original terms:

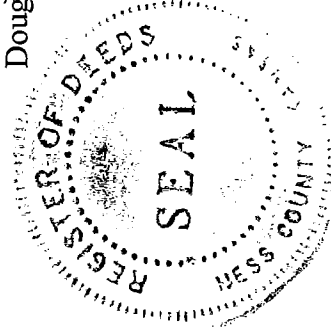
"Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases when, in Lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be in a unit or units not exceeding 40 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 distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for 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 payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified Lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved."

AND, for the same consideration, Lessor does, by these presents, adopt, ratify and confirm Said Lease as amended hereby, and does further grant, lease, let and demise unto Lessee, its successor and assigns, all of the tract of land covered by Said Lease, together with all rights thereunder, under the same terms and conditions contained in said original lease except as herein amended. This Amendment may be executed in any number of counterparts, each of which will be deemed an original instrument but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this instrument is executed this 6 day of FEB, 2008.

The Putnam Trust dtd 6-30-1993

By:  Douglas H. Putnam, Trustee
 By:  Suzanne D. Putnam, Trustee



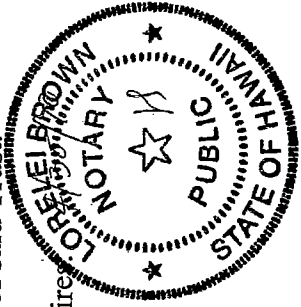
Goodman Family Trust

By: Gloriann M. Goodman, Trustee

ACKNOWLEDGEMENTS

STATE OF Hawaii)
COUNTY OF Mau)SS

This instrument was acknowledged before me on this, 6th day of February, 2008, by **Douglas H. Putnam and Suzanne D. Putnam**, as Trustees of The Putnam Trust did 6-30-1993, on behalf of said Trust.



My Commission Expires _____
Lorelei Brown
LORELEI BROWN, Notary Public
(Print Name Under Signature)

STATE OF _____)
COUNTY OF _____)SS

This instrument was acknowledged before me on this, _____ day of _____, 2008, by **Gloriann M. Goodman**, as Trustee of The Goodman Family Trust, on behalf of said Trust.

My Commission Expires: _____
_____, Notary Public
(Print Name Under Signature)

AMENDMENT OF OIL AND GAS LEASE

WHEREAS, heretofore under date of March 5, 1975, Frank M. Putnam and Phyllis Putnam, his wife, as Lessors, executed an Oil and Gas Lease, hereinafter referred to as "Said Lease", in favor of Robert B. Wood, as Lessee, covering one hundred sixty (160) acres of land, more or less, described as the Southwest Quarter (SW/4) of Section 36, Township 20 South, Range 26 West, Ness County, Kansas, Said Lease being recorded in Book 112, Page 119 of the Records of Ness County, Kansas and,

WHEREAS, Said Lease contains no provision for the pooling of lands for oil and or gas units, and,

WHEREAS, both Lessee and the successor Lessor(s) desire to amend Said Lease to incorporate a provision allowing pooling for oil and or gas units;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of amending Said Lease, it is hereby agreed that the following language shall be incorporated into said lease, the same as if it has been a part of the original terms:

"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 properly develop and operate said lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be in a unit or units not exceeding 40 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 distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for 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 payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified Lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved."

AND, for the same consideration, Lessor does, by these presents, adopt, ratify and confirm Said Lease as amended hereby, and does further grant, lease, let and demise unto Lessee, its successor and assigns, all of the tract of land covered by Said Lease, together with all rights thereunder, under the same terms and conditions contained in said original lease except as herein amended. This Amendment may be executed in any number of counterparts, each of which will be deemed an original instrument but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this instrument is executed this 29th day of January, 2008.

The Putnam Trust dtd 6-30-1993

By: _____
Douglas H. Putnam, Trustee

By: _____
Suzanne D. Putnam, Trustee



By: *Gloriann M. Goodman*
Gloriann M. Goodman, Trustee

Goodman Family Trust

ACKNOWLEDGEMENTS

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me on this, _____ day of _____, 2008,
by **Douglas H. Putnam and Suzanne D. Putnam**, as Trustees of The Putnam Trust dtd
6-30-1993, on behalf of said Trust.

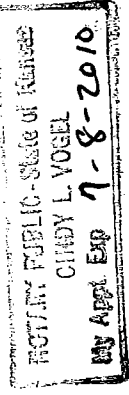
My Commission Expires:

_____, Notary Public
(Print Name Under Signature)

STATE OF KS)
)SS
COUNTY OF Ness)

This instrument was acknowledged before me on this, 29 day of Jan., 2008,
by **Gloriann M. Goodman**, as Trustee of The Goodman Family Trust, on behalf of said
Trust.

My Commission Expires:



Cindy L Vogel, Notary Public
(Print Name Under Signature)