

For KCC Use:	
Effective Date: _	
District #	
0040	

Spud date: \_

Agent:

# KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1024836

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

	month dav		Spot Description:
	month day	year	
OPERATOR: License#			feet from N / S Line of Sec
Name:			feet from E / W Line of Sec
Address 1:			Is SECTION: Regular Irregular?
Address 2:			
	State: Zip: _		
Contact Person:			Lease Name: Well #:
Phone:			
CONTRACTOR: License#			Field Name:
Jame:			
vame			Target Formation(s):
Well Drilled For:	Well Class: Ty	rpe Equipment:	Nearest Lease or unit boundary line (in footage):
Oil Enh Red	c Infield	Mud Rotary	Ground Surface Elevation:feet M
Gas Storage		Air Rotary	Water well within one-quarter mile:
Disposa		Cable	Public water supply well within one mile:
Seismic ; # of H			Depth to bottom of fresh water:
Other:			Depth to bottom of usable water:
			Surface Pipe by Alternate: I II
If OWWO: old well inf	formation as follows:		Length of Surface Pipe Planned to be set:
Operator:			Length of Conductor Pipe (if any):
Well Name:			Projected Total Depth:
	: Original Tot	tal Denth:	
Original Completion Date.	Original for	tai Deptii	Water Source for Drilling Operations:
Directional, Deviated or Horizo	ontal wellbore?	Yes	
If Yes, true vertical depth:			Weil Tailli Old Other.
Bottom Hole Location:			DWR Permit #:(Note: Apply for Permit with DWR )
KCC DKT #:			Will Cores be taken?
			If Yes, proposed zone:
			AFFIDAVIT
The undersigned hereby affi	irms that the drilling, com	pletion and eventua	al plugging of this well will comply with K.S.A. 55 et. seq.
•			al plugging of this well will comply with K.S.A. 55 et. seq.
t is agreed that the following  1. Notify the appropriate	g minimum requirements e district office <i>prior</i> to spo	will be met: udding of well;	
It is agreed that the following  1. Notify the appropriate 2. A copy of the approve 3. The minimum amount through all unconsolic 4. If the well is dry hole, 5. The appropriate distri 6. If an ALTERNATE II C Or pursuant to Appen	g minimum requirements a district office <i>prior</i> to spued notice of intent to drill so to four surface pipe as specificated materials plus a mir an agreement between the ict office will be notified be COMPLETION, production adix "B" - Eastern Kansas	will be met: udding of well; shall be posted on a fied below shall be nimum of 20 feet into the operator and the efore well is either p n pipe shall be ceme surface casing orde	
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Signature of Operator or Agent:



## IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

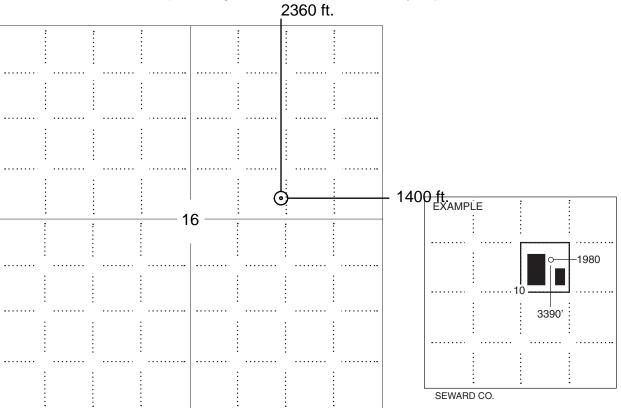
Plat of acreage attributable to a well in a prorated or spaced field

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:
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
	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

24836 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	SecTwp	R East West
Settling Pit Drilling Pit	If Existing, date co	onstructed:	Feet from	North / South Line of Section
Workover Pit Haul-Off Pit  (If WP Supply API No. or Year Drilled)	Pit capacity:	(bbls)	Feet from	East / West Line of Section County
Is the pit located in a Sensitive Ground Water	Area? Yes	No	Chloride concentration:	mg/l
is the pit located in a Sensitive Ground water	Alea: Tes	] NO		cy Pits and Settling Pits only)
Is the bottom below ground level?  Yes No	Artificial Liner?	No	How is the pit lined if a pl	astic liner is not used?
Pit dimensions (all but working pits):	Length (fe	et)	Width (feet)	N/A: Steel Pits
Depth fro	om ground level to de	epest point:	(feet)	No Pit
If the pit is lined give a brief description of the material, thickness and installation procedure		•	dures for periodic maintena ncluding any special monito	
Distance to nearest water well within one-mile	of pit	Depth to shallo	west fresh water mation:	feet.
feet Depth of water well	feet	measu	redwell owner	electric logKDWR
Emergency, Settling and Burn Pits ONLY:		Drilling, Work	over and Haul-Off Pits Of	NLY:
Producing Formation:		Type of materia	al utilized in drilling/workove	r:
Number of producing wells on lease:		Number of world	king pits to be utilized:	
Barrels of fluid produced daily:		Abandonment	procedure:	
Does the slope from the tank battery allow all flow into the pit? Yes No	spilled fluids to	Drill pits must t	pe closed within 365 days o	f spud date.
Submitted Electronically				
	ксс	OFFICE USE OF	NLY Steel Pit	RFAC RFAS
Date Received: Permit Num	ber:	Permi	t Date: L	ease Inspection: Yes No

Form 88 (producers) Rev. 1-83 (Paid-up)

Kans. - Okla. - Colo.

## OIL AND GAS LEASE

THIS AGREEMENT, Entered into this4th day of _December, 2008, between, <u>Jack E. Josserand and Louise Josserand, husban</u>
and wife, Individually and as Co-Trustees of the Jack E. Josserand Revocable Trust dated 4-3-2004, whose address is 1401 W
River Boulevard, Apt. #5-D. Wichita, KS 67203, hereinafter called lessor, and Harris Energies, Inc., P. O. Box 489, Elkhart, K
67950, hereinafter called lessee, does witness:

That Lessor, for and in consideration of the sum of Ten and More Dollars (\$10.00) in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, with any reversionary rights therein, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, and other fluids and substances into the subsurface strata, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, electrical lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and the injection of water, brine, and other substances into the subsurface strata, said tract of land being situated in the County of <u>Gray</u>, State of <u>Kansas</u>, and described as follows

The South Half of the Northeast Quarter (S/2NE/4) of Section 5; The North Half (N/2) of Section 16; All in Township 28 South, Range 30 West.

containing 400.00 acres, more or less

- 2. This lease shall remain in force for a term of Three (3) years (called "primary term") and as long thereafter as oil, gas, casinghead gas, covered by this lease is or can be produced.
- 3. The Lessee shall deliver to lessor as royally, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth (1/8\*) part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth (1/8\*) royally the market price at the wellhead for oil of like grade and gravity
- and saved from the day such oil is run into the pipe line or into storage tanks.

  4. The Lessee shall pay to the Lessor, as a royalty, one-eighth (16%) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead 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. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shuf-in royalty, whether one or more wells, an amount equal to one dollar per net mineral acre, and white said shuff in royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.

  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.
- 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 teet to the house or barn now on said premises without written consent of the Lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.
- If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy of the will of any deceased owner and of the probate thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or a certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to Lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of Lessor.
- 9. If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligations on the part of the lessee to offset wells on separate tracts into which the land covered by the 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 part any taxes, mortgages or other liens existing, levied, or assessed on or against 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 itself 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 so long as operations are prosecuted either on the same well or any other well thereafter commenced with no cessation of more than one hundred-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 under any provision of this lease
- 12. Lessee may all any time sumender 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 sumendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities 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 full force and effect
- 13. All provisions hereof, express or implied, shall be subject to all federal and state taws 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 liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after
- 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 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 80 acres each in the event of an oil well, or into a unit or units not exceeding 640 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 any such unit shall be and constitute a well hereunder. In feu 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 royally interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.

This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

See Exhibit "A" attached hereto and made a part hereof.

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

Lower Co Trucker (Jack E. Josserand, Individually and as Co-Trustee of the Jack E. Josserand Revocable Trust dated 4-3-2004)

(Louise Josserand, Individually and as Co-Trustee of The Jack E.Josserand Revocable Trust dated 4-3-2004)

Peid-up Kensas-Oklahoma	OIL AND GA	AS LEASE	sanus assassas assas
THIS AGREEMENT, Entered into this	7 <sup>th</sup> day of	March	20 06
Jake 1	W. Koehn and Ila Koehn, Trustees o 408 Sequola Drive, V	f the Koehn Living Trust dated July 24, 199 (Ictoria TX 77901	6
			hereinafter called Lessor,
nd J. Fred Hamb	oright, Inc., 125 North Market, Suite 14	\$15, Wichita KS 67202 hereir	after celled Lessee, does wilness:
3. That Lessor, for and in consideration of the sid agreements hereinafter contained to be perfor hereinafter described land, with any reversion wered thereby as hereinafter provided, for the producing and saving all of the oil, gas, gas or earling water, brine, and other fluids and subside reconnections are consonitive to the control of the committee of the	sum of One mmed by the Lessee, has this day granted, lease mary rights therein, and with the right to unlitze it nurpose of carrying on geological, geophysical an ondensate, gas distillate, casinghead gasoline an	(§1.00) and more  Dollars I, and let and by these presents does hereby grant, lease, this lease or any part thereof with other oil and gas leases do their explorationy work thereon, including one diffling national of their respective constituent vapors, and all other gases, for lease, laying pick lens, building tarks, storing oil, build help fairly lands, to produce, save, take care and other sine.	in thand paid and of the covenants and let exclusively unto the Lessee as to all or any part of the lands the drilling, mining, and operating untof thereon, tha exclusive right of the prover stations, electrical lines
ate of Kansas	and described as follows:		
Beginning at the southwest come distance of 2633.34 feet to the north hence easterly and parallel to the southwest flue of said Southwest Quarter.	er of the Southwest Quarter (SW/4), the hwest comer of said Southwest Quarter (S outh line of said Southwest Quarter (S or (SW/4) a distance of 288.0 feet; the	leater (SW/4) more particularly described as intence north along the west line of said South ter (SW/4); thence easterly 525.0 feet; thence W/4) a distance of 1567.16 feet; thence south once easterly and parallel to the south line of larter (SW/4); thence westerly along the south 12 feet to the point of beginning, 30 acres more or less,	west Quarter (SW/4) a e southerly 1927.74 feet; herly and parallel with the said Southwest Quarter
entricion 263.00	acres, more or less.	Extended Byr	
ontaining 200.00  2. This lease shall remain in force for a term of anythead pasoline or any of the products cover	Three (3)	years (called "primary term") and as long theres	ifter as oil, gas, casinghead gas,
7 - 1	the fire of one) on the leave or into the nine line.	to which Lessee may connect its wells the equal one-eight ally the market price at the wellhead for oil of like grade and	n part of all oil produced and saved If gravity prevailing on the day such
The Lessee shall pay to the Lessor, as a roar the manufacture of gasoline or any other procural pay or tender annually at or before the end where a core, and while said shul-in rovety is so	duct, and all other gases, including their constitue	l by the Lessee from the sale of gas, gas condensate, gas nt parts, produced from the land herein leased. If such gas a sold, as a situi-in royally, whether one or more wells, an provisions of this lease that gas to being produced in paying of gas.	amount agual to one dollar per ne
# 1 H	naintained during the primary term without further; ast in the above described land than the entire and	transferred for simple extern therein then the revolties here	in provided for shall be paid to sain
essor only in the proportion which his interest b rantee, this lease shall cover such reverzion.	wars to the whole and undivided fee; however, in	the event the title to any exercist in paid tand should revert t	D Lesson, Or this helia, Or has or their
essor, the Lesson what bury its pipe lines below ouse or burn now on said premises without wit		I for its operations thereon, except water from existing well its operations to growing crops on said land. No well shad to a right at any time during, or after the expiration of this leas nove all casing.	
indiministrators, successors, and assigns, but no casee, and no change of ownership in the last instrument of conveyance or a duty certified or proprintment of an administrator for the estate encossary in showing a complete chain of title but no any circed or indirect assignee, greates, during the control of the control of the but no any circumstance.	change or division in ownership of the larnd, or for ord or royalities or any sum date under this lease opp themed, or a contified copy of the will of any direct of any doceased owner, whichever is appropriate, ack to Leasor of the full internst claimed, and ell a see, or administrator, associator, or heir of Leasor.	part is expressly allowed), the covenants hereof shall exten- yatios, however accomplished, shall operate to entarge the shall be binding on the Lessee until it has been furnish- by deceased owner and of the protein thereof, or antifiad- t, togother with all original recorded instruments of correspon- diverse payments of rentals made hereunder before record- cis, the premissa may nonetheless be developed and oper-	ad with either the original recorder icopy of the proceedings showing noe or duly certified copies thereo of said documents shall be binding ated as one lease, and all revallies
ccruing hereunder shall be divided among and e no obligation on the part of the Lessee to offs urnish separata measuring or receiving tanks.	paid to auch separate owners in the proportion or set wells on separate tracts into which the land co	as the acreage owned by each separate owner bears to the vered by this lease may now or hereafter be divided by sale	, devise, descent or otherwise, or to
nortgages, or other lians existing, levied, or assu hereof and may reimburse itself by applying to t	essed on or against the above described lands an the discharge of any such mortgage, tax or other i	agrees that the Lessee, at its option, may pay and disch id, in evert it exercises such options it shall be subrogated t ion, any mysity accounts hereunder.	D the rights of any roots or roots.
perations within one hundred twenty (120) day	ys thomester, or it at the expiration of the printing	ry cause, this lease shall not terminate if Leases comment term, oil or gas is not being produced on said land, but I. termina sure processation either on the same well or any other on of oil or gas, this lease stast remain in effect so long them.	well thereafter commenced, with n
lease is surrendered and concolled as to only t concelled shot cease end determine, but as to th	a portion of the acreage covered thereby, then e he portion of the acreage not released the terms a	alling such release to the Lessor, or by placing same of recu all payments and liabilities thereafter occuring under the te and provisions of this lease shall continue and remain in full	once and effect for all purposes.
edministering the same, and this lease shall no	t be in any way terminated wholly or partially nor	nd the orders, rules, or regulations (and interpretations the shall the Lesses be liable in damages for failure to complete relations thereof). If Lesses should be prevented during the or thereover, the primary term of this loase shall continue	y with easy or the express or implied that six months of the primary term
14. Lessoe, at its option, is hereby given the enother lesse, or lesses when, in Lessee's judg such minerals in and under said land, such po- event of a gas and/or condensate or distillate win in the county in which the land is situated as in- the payments of royaties on production from th- from this lease whether any well is located on it herein specified Lessor shall receive an product bears to the total nineral acreage so pooled in t	gment, It is necessary or extrisable to do so in cliniq to be in a unit or units not exceeding 80 excelling to be in a unit or units not exceeding 80 excelling the strument identifying and describing the pooled acid a pooled unit, as If it were included in this lease. If he land covered by this lease or not. Any well driven from the unit su pooled only such portion of it	more units the land covered by this lease, or any portion dor to properly develop and operate said lease premises a rea each in the event of an old well, or into a unif or units run to Governmental Survey quarter sections. Lesses shall range. The entire acrospe so pooled into a unit or units and production is found on any part of the pooled acrospe it all lot on any such unit shall be and constitute a well hereund he royalty stipulated herein as the amount of his net royalty is successors of axid Lussor and Lessee.	of exceeding 540 acres each in the execute in writing and file for recon- il be treated for all purposes, excep- all be treated as if production is ha- les. In lieu of the royalties elsewher
		D HERETO AND MADE A PART HE	REOF
	PHOTO-COPIED		
	INDEXED		
IN WITNESS WHEREOF, we sign the day	and year first above written.	KOEHN LIVING TRUST DATI	ED JULY 24, 1996
TRUST ID# 510-34-	2944		·
e meaning was block to record or		JAKE W. KOEHN, TRUSTEE	<u></u>
9350 see set seconded in Book		ILA KOEHN, TRUSTEE	
70 on tank 4445	せったいだ コープ・デザー	7	

\$1200



# BOX 8604 - PRATT, KS 67124 (620) 672-6491

128082 INVOICE NO.

FALCON EXPLORATION INC	<u>1-16</u>	Josserand
OPERATOR	NO.	FARM
Gray 16 28s 30w county s T R	2300' F	NL & 1400' FEL
COUNTY 5 T R		LOCATION
0		ELEVATION: 2810! GR
FALCON EXPLORATION INC		
125 N Market St Ste 1252		
Wichita KS 67202		
a		
Miles Mitchell		
THORIZED BY: Mike Mitchell		· · · · · · · · · · · · · · · · · · ·
SC	ALE: 1" == 1000'	
,		
Set 5' iron stake @ ground level.		
Circle irrigation, corn stubble.		
± 15' N to second wheel track of cir	cle. //	
		2300'
	- ! / /	2500
	<del>'</del>	) I
		STAKE
	\ \	
	-	
	16	
	16 ——-	
Set 5' iron stks on alternate locati	.OT.•	
1. 2360' FNL & 1400' FEL		1400'
2. 2225' FNL & 1400' FEL		
Drove stakes to ground level so as n	ot i	l
to be noticed.	+	
Elevation on alternates is same.		
2810' GR		
ZOIO. GK		
	<u> </u>	.
	1	

Staked 12/08/08

USE ALT #1 SE SE SW NE