For KCC Use:

Effective	Date:	

District	#	

SGA?	Yes	No

CORRECTION #1

KANSAS CORPORATION COMMISSION **OIL & GAS CONSERVATION DIVISION**

1025065 Form must be Typed

Form C-1 October 2007

NOTICE OF INTENT TO DRILL

Form must be Signed All blanks must be Filled

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

Expected Spud Date:				Spot Description:	
	month	day	year	(2/2/2/2) Sec Twp S. F	
OPERATOR: License#				feet from N /	S Line of Section
Name:				feet from E / _	W Line of Section
Address 1:				Is SECTION: Regular Irregular?	
Address 2:				(Note: Locate well on the Section Plat on rever	se side)
City:	State:	Zip:		County:	,
Contact Person:				Lease Name:	
Phone:				Field Name:	
CONTRACTOR: License#_				Is this a Prorated / Spaced Field?	Yes No
Name:				Target Formation(s):	
Well Drilled For:	Well Class	: Туре	e Equipment:	Nearest Lease or unit boundary line (in footage):	
Oil Enh Re	ec Infield		Mud Rotary	Ground Surface Elevation:	
Gas Storag	e Pool E	Ext.	Air Rotary	Water well within one-quarter mile:	Yes No
Dispos	al Wildca	at	Cable	Public water supply well within one mile:	Yes No
Seismic ; # of	Holes Other			Depth to bottom of fresh water:	
Other:				Depth to bottom of usable water:	
				Surface Pipe by Alternate:	
If OWWO: old well in	nformation as follo	OWS:		Length of Surface Pipe Planned to be set:	
Operator:				Length of Conductor Pipe (if any):	
Well Name:				Projected Total Depth:	
Original Completion Dat	e:	Original Total	Depth:	Formation at Total Depth:	
		-	·	Water Source for Drilling Operations:	
Directional, Deviated or Hori	zontal wellbore?		Yes No	Well Farm Pond Other:	
If Yes, true vertical depth:				DWR Permit #:	
Bottom Hole Location:				(Note: Apply for Permit with DWR)	
KCC DKT #:				Will Cores be taken?	Yes No
				If Yes, proposed zone:	

AFFIDAVIT

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

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

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

Submitted Electronically

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



1025065

1980

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

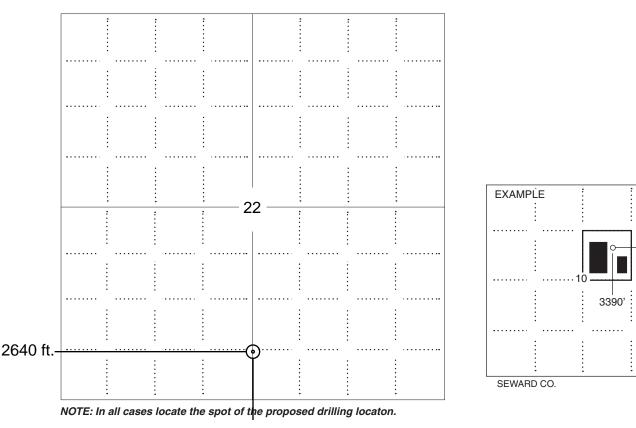
Plat of acreage attributable to a well in a prorated or spaced field

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.)



660 ft.

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).
- 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).

CORRECTION #1

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		SecTwpR.	East West
Settling Pit Drilling Pit	If Existing, date c	constructed:	Feet from	North / South Line of Section
Workover Pit Haul-Off Pit (<i>If WP Supply API No. or Year Drilled</i>)	Pit capacity: (bbls)		Feet from	East / West Line of Section
Is the pit located in a Sensitive Ground Water	Area? Yes	No	Chloride concentration:	mg/l
· · · · · · · · · · · · · · · · · · ·	,		(For Emergency	Pits and Settling Pits only)
Is the bottom below ground level?	Artificial Liner?	No	How is the pit lined if a plastic liner is not used?	
Pit dimensions (all but working pits):	Length (fe	eet)	Width (feet)	N/A: Steel Pits
Depth fr	om ground level to d	eepest point:	(feet)	No Pit
Distance to nearest water well within one-mile of pit Depth to shallowest fresh waterfeet. Source of information: Source of information:				
		measured well owner electric log KDWR		
		_	Drilling, Workover and Haul-Off Pits ONLY: Type of material utilized in drilling/workover:	
Number of producing wells on lease:		Number of working pits to be utilized:		
Barrels of fluid produced daily:		Abandonment procedure:		
Does the slope from the tank battery allow all spilled fluids to		Drill pits must be closed within 365 days of spud date.		
Submitted Electronically				
	ксс	OFFICE USE OI	NLY Steel Pit	RFAC RFAS
Date Received: Permit Num	ber:	Permi	t Date: Lea	se Inspection: Yes No

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

OIL AND GAS LEASE

160

AGREEMENT, made and entered into the 15th day of June, 2002, by and between

Helen Irene Frisbie and husband Floyd Frisbie, Kurt Martin Frisbie and wife, Kathleen Frisbie, Richard Kent Frisbie and wife, Kathryn Frisbie, Marsha Kay Frisbie Tischhauser and husband Marvin Tischhauser, Barbara Ann Frisbie Antholz and husband Herman Antholz,

P. O. Box 280, Bird City, Kansas 67731 bereinafter called Lessor. and Mission Land Services, LLC, P. O. Box 849, Traverse City, Michigan 49865-0849, hereinafter called Lessee

WITNESSETH, That the Lessor, for and in consideration of Ten and No/100 Dollars cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, leased and let, and by those presents does grant, demise, lease and let exclusively unto the said Lessee, the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and producing therefrom oil and gas of whatsoever nature or kind, including all hydrocarbon and non-hydrocarbon substances produced in association therewith, with the term "gas" specifically including coal bed methane gas and occluded gas from coal seams, helium, carbon dioxide, gaseous sulphur compounds, and other commercial gases, as well as normal hydrocarbon gases, with rights of way and easements for laying pipe lines, and erections of structures thereon to produce and take care of said products (including dewatering of coal bed gas wells), all that certain tract of land situated in the Counties of Wilson , State of Kansas, described as follows, to wit:

W/2 W/2 SW/4 & NE/4 NW/4 SW/4 Section 29, E/2 SE/4 North and East of Verdigris River Section 30, NE/4 North and East of Verdigris River Section 31, Beginning NW Corner NW/4, Thence East 495 feet South to Verdigris River, Thence Southwesterly along side of River to Section line North to Place of Beginning Section 32, T 27 S, R 15 E;

Beginning in the South Line in Road of NE Corner NE/4 SE/4, thence South to River West and South along side of River to South Section Line West to side of River, thence Northwesterly along side of River 1457 feet, thence North 252 feet West to side of River, Section 22; W/2 SW/4 Northeast of Verdigris River Section 23, T 27 S, R 14 E;

NE/4 South and West of River, W/2 SE/4 West of Road and N/2 N/2 SE/4, SE/4 West of River and East of Highway & South and East of County Road, S/2 SE/4, Section 23, T 28 S, R 15 E

together with any reversionary rights therein, and together with all strips, or parcels of land, (not, however, to be construed to include parcels comprising a regular 40-acre legal subdivision or lot of approximately corresponding size) adjoining or contiguous to the above-described land and owned or claimed by Lessor, and containing 550.90 acres, more or less. Notwithstanding any other term of this lease to the contrary, there is excepted from the lands previously described, a square tract or tracts 20 feet North to South and 20 feet East to West centered upon any unplugged and abandoned oil and/or gas well located upon the property previously described.

It is agreed that this lease shall remain in force for a primary term of Five (5) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter provided. If, at the expiration of the primary term of this lease, oil or gas is not being produced on the leased premises of on acreage pooled therewith but Lessee is then engaged in drilling, reworking or dewatering operations thereon, then this lease shall continue in force so long as dewatering or drilling operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and drilling operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after discovery of oil or gas on said land or on acreage pooled therewith, dewatering operations and the production of oil or gas should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling, reworking or dewatering operations within ninety (90) days from the date of cessation of the dewatering operation or production or from date of completion of a dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as dewatering operations continue or oil or gas is produced from the leased premises or on acreage pooled therewith. 2. This is a PAID-UP LEASE. For consideration herein paid to Lessor by Lessee, Lessor agrees that Lessee shall not be obligated, except

as otherwise provided herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligations thereafter accruing as to the acreage surrendered.

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

To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells of said land, the equal one-154, eighth (1/8) part of all oil produced and saved from the leased premises. 2nd, To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly, for the gas produced and saved from each

well where gas only is found, while the same is being used off the premises, and if used for the manufacture of gasoline a royalty of oneeighth (1/8), payable monthly, at the prevailing market rate for gas. 3rd, To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other

product thereof royalty of one-eighth (1/8) of the proceeds, payable monthly, at the prevailing market rate.

4. Where gas from a well capable of producing gas (or from a well in which dewatering operations have commenced) is not sold or used, Lessee may pay or tender as royalty to the Lessor One Dollar (\$1.00) per year per net royalty acre, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of ninety days from the date such well is shut in or dewatering operations are commenced and thereafter on or before the anniversary date of this during the period such well is shut in or dewatering operations are being conducted. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease for a period of one year from the date of said anniversary date.

If said Lessor owns a less interest in the above-described land other than the entire and undivided fee simple estate therein, then the 5. royalties (including any shut-in gas royalty) herein provided for shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon and transportation, except water from the wells of Lessor. 7. When requested by Lessor, Lessee shall bury Lessee's pipeline below plow depth.

No well shall be drilled with a surface location nearer than 200 feet to the house or barn now on said premises without written consent of 8. Lessor. 9

Lessee shall pay for damages caused by Lessee's operations to growing crops on said land. Lessee shall have the right, but not the obligation, at any time to remove all machinery and fixtures placed on said premises, including 10. the right to draw and removing casing.

11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record title from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or diminish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

12. Lessee, at its option, is hereby given the right and power at any time and from time to time as a recurring right, either before or after production, as to all or any part of the land described herein and as to any one or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral estate covered by this lease with other land, lease or leases in the immediate vicinity for dewatering operations or the production of oil and gas, or separately for the production of oil and gas, or separately for the production of either, when in Lessee's judgment it is necessary or advisable to do so, and irrespective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not being dewatered or not producing oil or gas, may be reformed to exclude such non-producing formations. The forming or reforming of any unit shall be accomplished by Lessee executing and filing of record a declaration of such unitization or reformation, which declaring shall describe the unit. Any unit may include land upon which a well has theretofore been completed or upon which operations for drilling have theretofore been commenced. Production, dewatering, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, dewatering, drilling or reworking operations or a well shut in for want of a market under this lease. In lieu of the royalties elsewhere herein specified, including shut-in gas royalties, Lessor shall receive on production from the unit so pooled royalties only on the portion of such production allocated to this lease; such allocation shall be that proportion of the unit production that the total number of surface acres covered by this lease and included in the unit bears to the total number of surface acres in such unit. In addition to the foregoing, Lessee shall have the right to unitize, pool or combine all or any part of the above-described lands as to one or more of the formations thereunder with other lands in the same general area by entering into a cooperative or unit part of the above-described tands as to one of more of the formations thereinder with other failes in the same general area by cherning into a cooperative of unit plan of development or operations approved by any governmental authority and, from time to time with like approval, to modify, change or terminate any such plan or agreement and, in such event, the terms, conditions and provisions of such approved cooperative or unit plan of development or operation and, particularly, all drilling and development requirements of this lease, express or implied, shall be satisfied by compliance with the drilling and development requirements of such plan or agreement, and this shall not terminate or expire during the life of such plan or agreement. In the event that said above-described land or any part thereof shall hereafter be operated under any such cooperative or unit plan of development or operation whereby the production therefrom is allocated to different portions of the land covered by said plan, then the production allocated to any particular tract of land shall, for the purposes of computing

Page 1 (H7)

the royalties to be paid hereunder to Lessor, be regarded as having been produced from the particular tract of land to which it is allocated and not to other tracts of land; and the royalty payments to be made hereunder to Lessor shall be based upon production only as so allocated. If required and requested, Lessor shall formally express Lessor's consent to any cooperative or unit plan of development or operation adopted by Lessee and approved by any governmental agency by executing the same upon such request.

In the event a well (or wells) is drilled and completed on the lands, or on the lands pooled therewith, for the purpose of developing coal bed gas, the word "operations" shall mean, in addition to those matters covered in the preceding sentence, (1) operation of said wells to remove water or other substances from the coal bed, or to dispose of such water or other substances, even though such operations do not result in the production of hydrocarbons in paying quantities, (2) shutting-in or otherwise discontinuing production from said wells to allow for surface of underground mining affecting the drill site or well bore, or (3) drilling a stratigraphic test hole(s) for the purpose of acquiring stratigraphic information, including but not limited to lithology, porosity, permeability, gas and water characteristics and similar information.

13. Lessee shall conduct its operations in a good and workmanlike manner, as would a prudent operator under the same or similar circumstances, in compliance with all applicable rules and regulations of any regulatory body having jurisdiction on such operations. Lessee shall comply with all laws and regulations of any governmental body claiming jurisdiction over the lands covered by this lease or the person of the Lessor herein and in so complying, Lessee shall not be responsible for determining the legality, validity or constitutionality of any such law or regulation enacted or issued by any such governmental body. In determining the residence of Lessor for the purpose of complying with such laws or regulations, Lessee may rely upon the address of Lessor herein set forth or upon the last known address of Lessor. Neither any error in the determination of the residence or status of Lessor nor an error in the payment of any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against Lessee's good faith efforts to comply with any such laws or regulations shall terminate this lease or constitute grounds for any cause of action against Lessee. All of Lessee's obligations and covenants hereunder, whether express or implied, shall be suspended at the time or from time to time as compliance with federal, state, county or municipal laws, rules, regulations or Executive Order asserted as official by or under public authority claiming jurisdiction, or act of God, adverse field, weather, or market conditions, inability to obtain materials in the open market or hindered by or is in conflict with any of the foregoing eventualities. The time during which Lessee shall be prevented from conducting production, drilling, dewatering or reworking operations during the primary term of this lease, under the contingencies stated above, shall be added to the primary term of the lease.

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

15. Should any one or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The work "Lessor" as used in this lease shall mean any one or more of all the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee.

16. Lessor agrees that Lessee shall not be liable for any operations or costs associated with abandoned wells already located on the lands covered hereby which were drilled or operated by prior lease owners whose rights have terminated.

17. This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of Two (2) years commencing on the date that the lease would have expired but for the extension. Lessee may exercise its option by paying or tendering to Lessor an extension payment of \$10.00 per acre for the land then covered by the extended lease, said bonus to be paid or tendered to Lessor in the same manner as provided in Paragraph numbered 4 hereof with regard to the payment of shut-in royalties. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term. Lessee's option shall expire on the first to occur of the following: (a) the termination or expiration of this lease or (b) the second anniversary of the expiration of the primary term stated in Paragraph numbered 1 above.

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.

LESSORS: Helen Irene Fusbe Floyd Frisbie Kathleen Frisbie Kurt Martin Frisbie Richard Kent atter ard Kent Frisbie Marvin Tischhauser Marsha Kay Frisbie Tischhause atuta Herman Antholz State of)ss: County of chargene NOTARY PUBLIC -- STATE OF KANSAS The foregoing instrument was acknowledged before me on this 25 day of June ROSEANNA M. UKDERWOOD My Appt. Expires 2002, by Helen Irene Frisbie and Floyd Frisbie wood Lore public My commission expires: 5/23/03 155 48 29 Sec: 73 30 145.5 County of -C 13 31 nt was acknowledged before me on this S 11.5 32 The foregoing instrum 2002, by 275 IYE 205478 DNC Sec: 22 160 2 2 23 30 190 Notary public My commission expires: 285 15E Sec: 23 215.4 550,9 Heres Page 2 (44)

Summary of Changes

Lease Name and Number: Frisbie A-3

API/Permit #: 15-205-27693-00-00

Doc ID: 1025065

Correction Number: 1

Approved By: Rick Hestermann 01/02/2009

Field Name	Previous Value	New Value
Feet to Nearest Water Well Within One-Mile of Pit	N/A	NA
Fit Fresh Water Information Source: KDWR	Yes	No
Ground Surface Elevation	863	873
KCC Only - Approved By	Rick Hestermann 10/01/2008	Rick Hestermann 01/02/2009
KCC Only - Date Received	09/30/2008	12/31/2008
KCC Only - Permit Date	10/01/2008	01/02/2009
KCC Only - Production Comment		Oil & Gas Lease attached.
KCC Only - Regular Section Quarter Calls	SW NE NE SW	S2 S2
LocationInfoLink	https://solar.kgs.ku.edu/ kcc/detail/locationInform	https://solar.kgs.ku.edu/ kcc/detail/locationInform
Number of Feet East or West From Section Line	ation.cfm?section=22&t 2295	ation.cfm?section=22&t 2640

Summary of changes for correction 1 continued

Field Name	Previous Value	New Value
Number of Feet East or West From Section Line	2295	2640
Number of Feet North or South From Section	2275	660
Line Number of Feet North or South From Section	2275	660
Line Quarter Call 1 - Largest	SW	S2
Quarter Call 1 -Largest	SW	S2
Quarter Call 2	NE	S2
Quarter Call 2	NE	S2
Quarter Call 3	NE	
Quarter Call 3	NE	
Quarter Call 4 - Smallest	SW	
Quarter Call 4 - Smallest	SW	
Save Link	//kcc/detail/operatorE ditDetail.cfm?docID=10 22779 Surveyed	//kcc/detail/operatorE ditDetail.cfm?docID=10 25065 Estimated

Summary of changes for correction 1 continued

Field Name

Previous Value

New Value

863 Surveyed

873 Estimated

Summary of Attachments

Lease Name and Number: Frisbie A-3 API: 15-205-27693-00-00 Doc ID: 1025065 Correction Number: 1 Approved By: Rick Hestermann 01/02/2009

Attachment Name

Frisbie Lease