



1026287

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

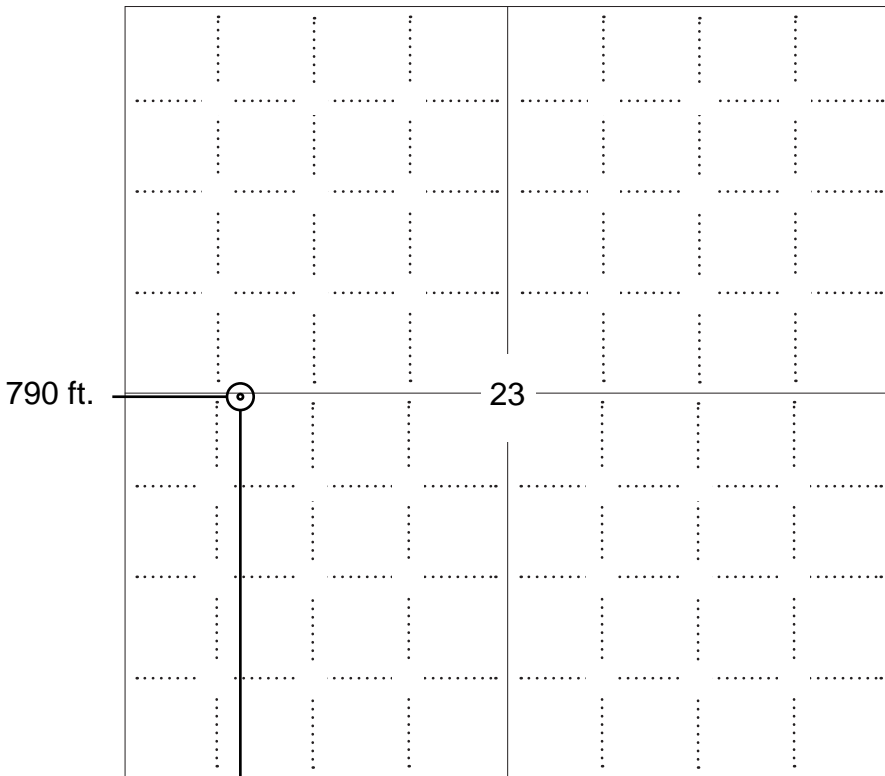
If Section is Irregular, locate well from nearest corner boundary.

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 location.

2610 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).
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 1026287
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	

**AMENDMENT TO LEASE PROVIDING FOR POOLING-UNITIZATION
(OIL UNIT)**

WHEREAS, the undersigned are the record mineral, royalty and working interest owners in an oil and gas lease dated August 8, 2007 from Paul F. Burmeister, a single person, lessor to Mast Drilling, Inc. Lessee recorded in book 614, page 2087 Register of Deeds office Barton County Kansas covering the North Half to the Southwest (N/2 SW/4) of Section Twenty Three (23), Township Seventeen (17) South, Range Eleven (11) West, Barton County, Kansas, hereinafter referred to as "Burmeister Lease".

WHEREAS, the parties desire to enter into an amendment to said lease that provides for the unitization and pooling of said lease pursuant to the terms and conditions more particularly hereinafter set forth:

NOW, THEREFORE, in consideration of the premises, the undersigned do hereby agree as follows:

1. That the Burmeister Lease may be unitized and pooled with a lease or leases located in the South Half of the Northwest Quarter (S/2 NW/4) of Section Twenty-Three (23), Township Seventeen (17) South, Range Eleven (11) West, Barton County, Kansas, to form a ten (10) acre oil unit, the center of which is to be the wellbore of the well to be located on the North Half of the Southwest Quarter (N/2 SW/4) of said Section Twenty-Three (23).
2. The parties agree that royalty to be paid pursuant to the unit will be paid to the royalty interest owners proportional to the acreage included within the unit.
3. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage.
4. If production is found on the pooled acreage, it shall be treated as if production is had from the Burmeister lease, only if the unit well is located on the Burmeister lease. If the unit well is not located on the Burmeister lease, only that portion of the Burmeister lease actually located in the Unit will be treated as if production is had from the Burmeister lease. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the unit involved.

This document may be executed in multiple counter parts each so executed shall be deemed an original.

IN WITNESS WHEREOF, the undersigned have set their hands the 11 day of ~~January~~ ^{February}, 2009.

MAST DRILLING, INC.

By Kurt R. Mai
Kurt R. Mai, President

Paul F. Burmeister
PAUL F. BURMEISTER

pt3325a.wpd

KANSAS CORPORATE COMMISSION

FEB 13 2009

CONSERVATION DIVISION
WICHITA, KS

TEXAS
STATE OF ~~KANSAS~~ COUNTY OF DALLAS : ss:

BE IT REMEMBERED, that on this 11th day of February, 2009, before me, the undersigned, a Notary Public, duly commissioned, in and for the County and State aforesaid, came Kurt R. Mai, an officer of Mast Drilling, Inc., a corporation of the State of Kansas, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he/she duly acknowledged the execution of the same for himself/herself and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires 7/19/11

Jon C. Brown
Notary Public
State of Texas
Comm. Exp. 07-19-11

STATE OF Kansas
COUNTY OF Butler ACKNOWLEDGMENT FOR INDIVIDUAL. (K&OKCoNe)

The foregoing instrument was acknowledged before me this 13th day of January, 2009 by Paul F. Burmister, a single person.

My commission expires December 1, 2011

Melissa N. Diack
Notary Public

NOTARY PUBLIC - State of Kansas
MELISSA N. DIAK
My Appl. Exp. Dec. 1, 2011

KANSAS CORP. ...
FEB 13 2009
CONSERVATION ...



Mid-Continent Association Form
With Overriding Royalty Reservation

(This Space Reserved for Filing Stamp)

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

Mast Drilling, Inc., a Kansas corporation

hereinafter called Assignor (whether one or more), for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto

LB Exploration

(hereinafter called Assignee) all of its right, title and interest, subject to the overriding royalty reservation hereinafter set out, in and to the oil and gas lease dated August 8, 2007, from

Paul E. Burmeister, a single person lessor
to Mast Drilling, Inc. lessee
recorded in book 614, page 2087 insofar as said lease covers the following described land in Barron County, State of Kansas

The North Half of the Southwest Quarter (N/2 SW/4)

of Section 23 Township 17 S Range 11 W and containing eighty (80) acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

The Assignor herein hereby expressly excepts, reserves and retains title to an undivided one sixteenth (1/16)

of all oil, gas and casinghead gas produced, saved and marketed from the above described land under the provisions of the aforesaid lease, or any extension or renewal thereof, as an overriding royalty, free and clear of any cost and expense of the development and operation thereof, excepting taxes applicable to said interest and the production therefrom.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed, and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same.

EXECUTED, This 12th day of February, 2009 xmx

MAST DRILLING, INC.

By: Kurt R. Mai
Kurt R. Mai, President

STATE OF _____ }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Oils, and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____

day of _____, 19____, personally appeared _____

and _____

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____

Notary Public

KANSAS OIL & GAS COMMISSION
FEB 13 2009
RECEIVED

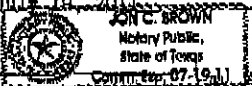
STATE OF TEXAS } ss. ACKNOWLEDGMENT FOR CORPORATION
COUNTY OF DALLAS }

Be it remembered that on this 12th day of February, 2009, 19__ , before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came Kurt R. Mai president of Mast Drilling, Inc

a corporation of the State of Kansas, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.

My commission expires July 18, 2011
Notary Public



[Signature]
Notary Public

STATE OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
COUNTY OF _____ }

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____ 19__ , personally appeared _____ and _____

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____ Notary Public

STATE OF COLORADO } ss.
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____ 19__ by _____

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

STATE OF NEBRASKA } ss. ACKNOWLEDGMENT FOR INDIVIDUAL
COUNTY OF _____ }

On this _____ day of _____ A. D. 19__ , before me a Notary Public duly commissioned and qualified for and residing in said County, personally came _____

to me known to be the identical person whose name _____ affixed to the foregoing instrument as grantor and acknowledged the execution thereof to be _____ voluntary act and deed. Witness my hand and Notarial Seal the day and year last above written.

My Notarial Commission expires _____ 19__ Notary Public

STATE OF MONTANA, } ss.
COUNTY OF _____ }

On this _____ day of _____ in the year 19__ , before me, _____ Notary Public, personally appeared _____

known to me to be the person whose name _____ subscribed to the within instrument, and acknowledged to me that _____ executed the same. Witness my hand and Notarial Seal the date last aforesaid.

My commission expires on the _____ day of _____ 19__

Notary Public for State of Montana
Residing at _____

STATE OF WYOMING, } ss.
COUNTY OF _____ }

On this _____ day of _____ 19__ , before me personally appeared _____

to me known to be the person described in, and who executed the foregoing instrument, and who acknowledged to me that _____ executed the same as _____ free act and deed, including the release and waiver of the right of homestead, the said wife having been by me fully apprised of her right and effect of signing and acknowledging the said instrument. Given under my hand and seal this _____ day of _____ 19__

My commission expires: _____

Notary Public

KANSAS OPERATING
FEB 11 2009
CONSERVATION

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 23rd day of January 2006 by and between Edgar E. Disque, A Single Person

whose mailing address is 312 A St. Claflin KS 67525 hereinafter called Lessor (whether one or more), and LB Exploration, Inc. hereinafter called Lessee:

Lessor, in consideration of Ten and more Dollars (\$ 10.00 +) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, setting oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Barton State of Kansas described as follows to-wit:

South Half of the Northwest Quarter (S/2 NW/4)

In Section 23 Township 17S Range 11W and containing 80 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of 3 years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

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

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

2nd. To pay lessor for gas of whatever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8) of the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver in lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

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

Lessor, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land; lease or leases in the immediate vicinity thereof, when in lessor's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be leased on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

Index Numerical Cross CC Book Date Recorded Mapped Scanned

MARCIA JOHNSON REGISTER OF DEEDS BARTON COUNTY, KS Book: 613 Page: 2134 Receipt #: 75714 Total Fees: \$12.00 Pages Recorded: 2 Date Recorded: 1/27/2006 12:52:05 PM

KANSAS CONSERVATION COMMISSION FEB 13 2009 CONSERVATION DIVISION WICHITA, KS

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written. (Edgar E. Disque)