For KCC Use

| Effective D | Date: |
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| District | # | |
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KANSAS CORPORATION COMMISSION **OIL & GAS CONSERVATION DIVISION**

1035809 Form must be Typed

Form C-1 October 2007

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: ____ Spot Description: year month dav _ Sec. ____ Twp. _ S. R.__ E W $(\overline{O/O/O})$ feet from N / S Line of Section OPERATOR: License# _____ _____ feet from E/ W Line of Section Name: Is SECTION: Regular Irregular? Address 1: ____ Address 2: (Note: Locate well on the Section Plat on reverse side) _____ State: _____ Zip: _____ + __ _ _ _ City: County: Contact Person: _____ Lease Name: _____ Well #: ____ Phone: Field Name: _ Is this a Prorated / Spaced Field? CONTRACTOR: License#____ Yes No Name: ____ Target Formation(s): _____ Nearest Lease or unit boundary line (in footage): Well Drilled For: Well Class: Type Equipment: Ground Surface Elevation: feet MSL Enh Rec Infield Oil Mud Rotary Water well within one-guarter mile: Yes No Gas Storage Pool Ext. Air Rotary Public water supply well within one mile: Yes No Wildcat Disposal Cable Depth to bottom of fresh water: Seismic ; _____ # of Holes Other Depth to bottom of usable water: ____ Other: Surface Pipe by Alternate: If OWWO: old well information as follows: Length of Surface Pipe Planned to be set: _____ Length of Conductor Pipe (if any): Operator: _ Projected Total Depth: Well Name: Original Completion Date: _____ Original Total Depth: ____ Formation at Total Depth: Water Source for Drilling Operations: Yes No Directional, Deviated or Horizontal wellbore? 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 required feet 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: |
| | |



1035809

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

Side Two

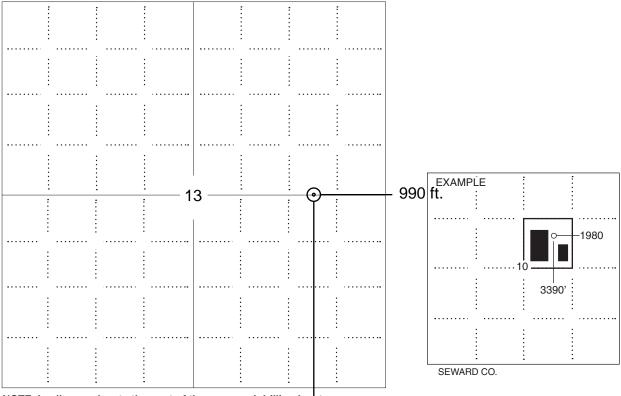
Plat of acreage attributable to a well in a prorated or spaced field

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 gas wells and within 1/2 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 gas wells and within 1/2 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 gas wells and within 1/2 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 gas wells and within 1/2 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 gas wells and within 1/2 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 gas wells and within 1/2 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 gas wells and within 1/2 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 gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for gas wells and wells acreage attribution unit for gas wells acreage attribution unit for gas wells acreage attribution unit for gas wells acreage attrib

| 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.

2640 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 OIL & GAS CONSERVATION DIVISION

1035809

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 | onstructed: | 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 | (,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | Chloride concentration: | | | |
| | | | (For Emergency Pits and Settling Pits only) | Ũ | | |
| 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: Stee | l 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 i | | | asuredwell owner electric logKDWR | | | |
| | | | over and Haul-Off Pits ONLY: | | | |
| Producing Formation: | | Type of materia | al utilized in drilling/workover: | | | |
| Number of producing wells on lease: Number of | | | umber of working pits to be utilized: | | | |
| Barrels of fluid produced daily: A | | Abandonment procedure: | | | | |
| Does the slope from the tank battery allow all flow into the pit? Yes No | spilled fluids to | Drill pits must be closed within 365 days of spud date. | | | | |
| Submitted Electronically | | | | | | |
| KCC OFFICE USE ONLY Steel Pit RFAC RFAS | | | | | | |
| Date Received: Permit Num | ber: | Permi | it Date: Lease Inspection: | No | | |

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

224 914 FORM 88 - (PRODUCER'S SPECIAL) (PAID-UP) **Kansas Blue Print** Reorder No. Broadway PO Box 75 hita, KS 67201-0793 6311 (Rev. 1993) 09-115 **OIL AND GAS LEASE** 9 January 2007 AGREEMENT, Made and entered into the ____ day of Steven C. Couey and by and between Colleen G. Couey, his wife 3155 220th Ave. Hill City, Kansas 67642 whose mailing address is ____ hereinafter called Lessor (whether one or more) J. Fred Hambright, Inc. 1415 KSB&T Bldg. Wichita, Kansas 67202 , hereinafter caller Lessee:

Graham State of Kansas therein situated in County of described as follows to-wit:

The Northeast Quarter (NE1)

7 South Range 24 West _____, and containing _____ 160 In Section ______ accretions thereto 13 _, Township __ acres, more or less, and all

Subject to the provisions herein contained, this lease shall remain in force for a term of <u>three</u> 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:

and

1st. To deliver to from the leased premises. 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 (1/4) part of all oil produced and saved

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (%), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (%) 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 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 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 less

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 assignment or 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 to 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 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 under-signed 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.

as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein. Lessee, 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 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 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 located 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.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above Witnesse

Steven C. Couey (58#

Colleen G. Couey

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| Form 88 – (Producer's Special) (PAID-U 63U (Rev. 1993) | | PAID-UP) | 24 | . 224 | 918 | Reor | rder No. | Kansas Blue Print |
|---|--|---|---|---|---|--|---------------------|---|
| | | | OIL AND GAS LEASE | | | 09 | 9-115 | Wichita, KS 67201-0793 316-264-9344 · 264-5165 fax www.kbp.com · kbp@kbp.com |
| AGREEMENT | , Made and entered inte | o the9 | day of | | January | 2007 | | |
| by and between | Stev | en C. C | ouey | | and | | | Dirochessesor. |
| COMMLA OF | Co11 | een G. | Couey, hi | s wife | | | | Witherer MA |
| BLATE OF | | | | NCENOMI E | DOMENT FOR | CONFORM. | LICM (R*GP) | Computen |
| whose mailing address | is 3155 22 | Oth Ave | . Hill | City, Kan | sas 67642 | h | ereinafter called | Lessor (whether one or more), |
| and J. Fr | ed Hambrigh | t, Inc. | 1415 KS | B&T Bldg. | Wichita, | Kansas | 67202 | Co. States |
| | | | | | | | | , hereinafter caller Lessee: |
| constituent products, in and things thereon to pr | jecting gas, water, othe roduce, save, take care of therefrom, and housing | r fluids, and air of, treat, manufa g and otherwise | into subsurface s acture, process, sto caring for its emp | trata, laying pipe li ore and transport sa ployees, the followi | nes, storing oil, build id oil, liquid hydroca | ing tanks, power rbons, gases and ogether with any | their respective of | Il gases, and their respective one lines, and other structures onstituent products and other ts and after-acquired interest, described as follows to-wit: |
| | The 1 | East Hal | f of the | Southeast | Quarter (| E ¹ 2SE ¹ 4) | | |
| In Section 13 accretions thereto. | , Township | 7 Sout | th, Range | 24 West | , and containin | g80 | , | _ acres, more or less, and all |
| Subject to the p as oil, liquid hydrocarb | | | | | | | | erm"). and as long thereafter ed. |
| | n of the premises the sa | | | 1.1.1 | | | | C . N . I |
| lst. To deliver from the leased premise | | free of cost, in | the pipe line to w | nich lessee may co | nnect wells on said la | and, the equal on | ie-eighth (%) part | of all oil produced and saved |
| | | | | | | | | cts therefrom, one-eighth (½), for the gas sold, used off the |

at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (%) 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 to 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 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.

Lessee, 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 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 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 an event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an entire acreage so pooled 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 located 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.

CKNOWLEDCMENT FOR INDIVIDUAL (KaOaCoNe)

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

0 unt Steven C. Couey (SS#

Colleen G. Couey

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