



1036881

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

If the intended well is in a prorated or spaced field, please fully complete this side of the form. If the intended well is in a prorated or spaced field complete the plat below showing that the well will be properly located in relationship to other wells producing from the common source of supply. Please show all the wells and within 1 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for oil wells.

API No. 15 - _____

Operator: _____

Lease: _____

Well Number: _____

Field: _____

Number of Acres attributable to well: _____

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

Location of Well: County: _____

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

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

Is Section: Regular or Irregular

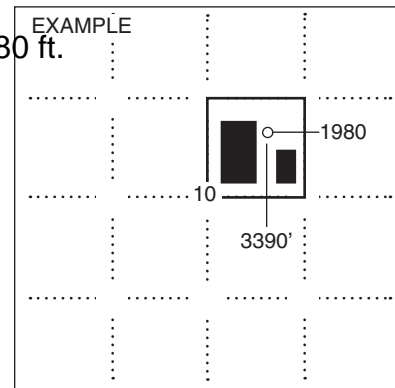
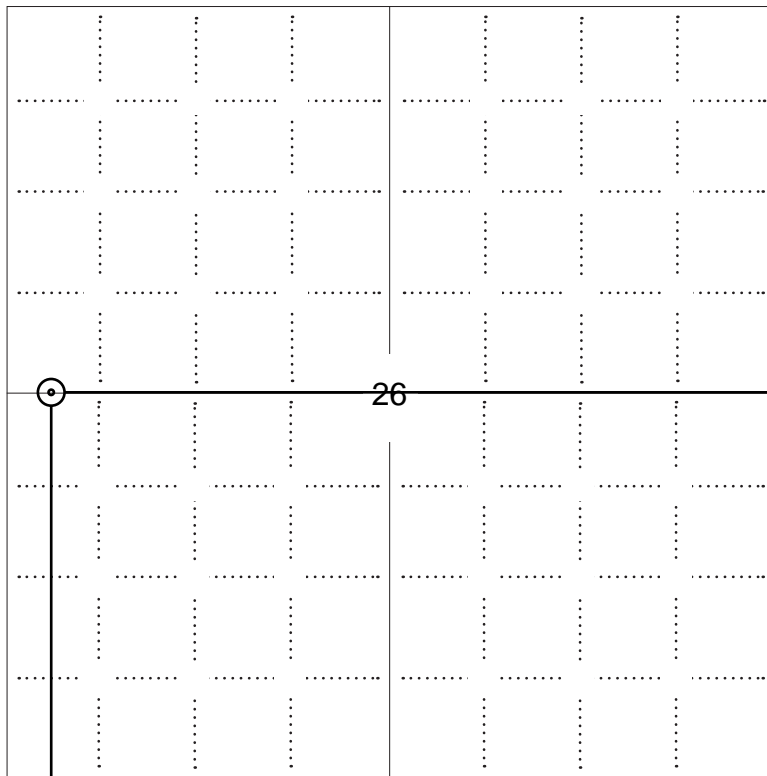
If Section is Irregular, locate well from nearest corner boundary.

Section corner used: NE NW SE SW

PLAT

(Show location of the well and shade attributable acreage for prorated or spaced wells.)

(Show footage to the nearest lease or unit boundary line.)



NOTE: In all cases locate the spot of the proposed drilling locaton.

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 1036881
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			

Chautauqua County } ss \$20.00
This instrument was filed for
record this 28 day of April
2010 at 11:00 o'clock AM and
duly recorded in book 148
of records on page 675
Anna C. Brown
REGISTER OF DEEDS

OIL AND GAS LEASE

AGREEMENT made and entered into effective the 30th day
of November, 2009, by and between:

JORDAN BUCK and LELIA E. BUCK, husband and wife,
hereinafter referred to as Party of the First Part and/or
Lessor (whether one or more), and

P.J. BUCK, hereinafter referred to as Party of the Second
Party and/or Lessee (whether one or more).

WITNESSETH: That the said Lessor, for and in
consideration of One Dollar (\$1.00) and other valuable
consideration, the receipt and sufficiency of which is
hereby acknowledged by Lessor, and of the covenants and
agreements hereinafter contained on the part of the Lessee
to be paid, kept and performed, Lessor has granted,
demised, leased and let and by these presents does grant,
demise, lease and let unto said Lessee, for the sole and
only purpose of mining, exploring, developing and operating
for oil and gas, hydrocarbons, all gases and their
respective constituent produces, injecting gas, water,
other fluids and air into subsurface strata, and laying
pipelines and building tanks, roadways, power stations,
storing oil and other necessary structures and things
thereon, to produce, save, treat, process, store,
transport, market and take care of said products, the
following described real estate together with any
reversionary rights and after-acquired interests therein,
situated in **CHAUTAUQUA COUNTY, KANSAS**, and described as
follows, to-wit:

**THE NORTHWEST QUARTER (NW/4) AND THE WEST HALF OF THE
SOUTHWEST QUARTER (W/2 SW/4) OF SECTION 26, TOWNSHIP 34
SOUTH, RANGE 10, EAST OF THE 6TH P.M.**

and containing 240 acres, more or less.

It is agreed that this lease shall remain in full
force for a **Primary Term of one (1) year** from the above
date, and as long thereafter as oil or gas, or either of
them, is produced from said land by the Lessee.

IN CONSIDERATION OF the premises the said Lessee
covenants and agrees:

A. To deliver to the credit of Lessor, free of cost,
in the pipeline to which Lessee may connect Lessee's wells,
the equal **THREE SIXTEENTHS (3/16ths)** part of all oil
produced and saved from the leased premises.

B. To pay to Lessor for gas from each well where gas
only is found the equal **THREE SIXTEENTHS (3/16ths)** of the
gross proceeds at the prevailing market rate, subject to
Lessor's proportionate share of the costs of transportation
and treatment thereof.

C. If production of oil and/or gas in paying
quantities is not obtained by Lessee on or before the
expiration of the Primary Term shown above, this lease
shall terminate as to all parties.

D. 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 leased premises and thereby surrender this lease as to such portion or portions and be relieved of all exploration and development obligations as to the acreage surrendered.

E. If the Lessor owns a less interest in the leased premises than the entire and undivided fee simple estate therein, then the royalties and any rentals herein provided shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

F. Lessee shall have the right to use, free of cost, gas, oil and water produced on said leased premises for Lessee's operation thereon, except water from wells of Lessor. Lessor shall have the right to use, free of cost, gas produced from said leased premises, for a principal dwelling only, as long as the use thereof does not materially and negatively affect the operations of the Lessee; however, Lessor shall be required to pay for all connection expenses and Lessor shall be responsible for maintenance thereof and assumes all liability in connection with the use thereof.

G. When requested by Lessor, Lessee shall bury Lessee's pipelines below plow depth.

H. No well shall be drilled nearer than 200 feet to the dwelling or barn, if any, located on the leased premises without the written consent of Lessor.

I. Lessee shall pay for damages caused by its operations to growing crops on the leased premises.

J. Lessee shall have the right at any time to remove all leasehold equipment placed on the leased premises, including the right to draw and remove casing.

K. If the Lessee has commenced drilling, re-establishment of production or other like exploration and development activities on a well or wells located on the leased premises, the Lessee shall have the right to continue such activities until completion thereof, exercising due reasonable diligence and dispatch. If oil and or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the Primary Term first mentioned above.

L. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants herein contained shall extend to their respective heirs, executors, administrators, trustees, successors or assigns, but no change in the fee title 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, recorded transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the leased premises and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him, her or them on an acreage basis, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said leased premises upon which the said Lessee or any assignee thereof shall make due payments of said rentals.

M. If the leased premises are now or hereafter owned in severalty or in separate tracts, the premises, nevertheless, may be developed and operated as an entirety,

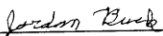
and the royalties and/or rentals shall be paid to each separate owner in the proportion that the acreage owned by said owner bears to the entire leased premises. There shall be no obligation on the part of the Lessee to offset wells on separate tracts into which the leased premises covered by this lease may hereafter be divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks for the oil and/or gas produced from such separate tracts.

N. Where there is a gas well or wells on the lands covered by this lease or acreage unitized therewith, including wells capable of producing gas condensate or distillate, whether it be before or after the primary term hereof, and such well or wells are shut-in and there is no other production, drilling operations or other operations being conducted capable of keeping this lease in force under any of its provisions, Lessee or any assignee thereof shall pay as a non-recourse advance on royalty to Lessor the sum of \$250.00 per year, such payment to begin accruing and be made to Lessor beginning on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such shut-in royalty triggering well or wells are shut-in, and thereafter on each anniversary date of this lease during the period such wells are shut-in, and upon payment it shall be considered that this lease is maintained in full force and effect.

O. Lessee shall notify Lessor in advance before any new well or tank battery location is established; Lessee shall pay to Lessor, in advance, the sum of \$500.00 as "location damages" for each such new well and/or tank battery established; all locations for new wells and/or tank batteries shall, upon cessation of use thereof, be restored by the Lessee to as near original condition as can reasonably be expected.

P. Lessor hereby warrants and agrees to defend the title to the leased premises herein described and agrees that the Lessee shall have the right any time to redeem for Lessor by payment, any mortgages, taxes or other liens on the above leased premises in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof and may reimburse itself from any rental or royalties accruing hereunder.

IN WITNESS WHEREOF, witness our signature as of the date first above shown.


JORDAN BUCK


LELIA E. BUCK

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF CHAUTAUQUA, ss:

The foregoing instrument was acknowledged before me this 30th day November, 2009, by Jordan Buck and Lelia E. Buck, husband and wife, Lessors shown above.

Witness my hand and official seal.

Reda Talbott
Notary Public

My app't. expires: 2/5/2013

