

Well will not be drilled or Permit Expired Date: _

Signature of Operator or Agent:

For KCC	Use:	
Effective	Date:	
District #		
SGA?	Yes No	

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1040714

Form C-1

March 2010

Form must be Typed

Form must be Signed

All blanks must be Filled

NOTICE OF INTENT TO DRILL

Expected Spud Date:	Spot Description:
month day year	Sec Twp S. R
DPERATOR: License#	(0/0/0/0) feet from N / S Line of Section
Name:	feet from E / W Line of Section
ddress 1:	Is SECTION: Regular Irregular?
ddress 2:	(Note: Locate well on the Section Plat on reverse side)
State:	County:
Contact Person:	Lease Name: Well #:
hone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
lame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
Oil Enh Rec Infield Mud Rotary	Ground Surface Elevation:feet MS
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile:
Disposal Wildcat Cable	Public water supply well within one mile:
Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
If OWWO: old well information as follows:	Surface Pipe by Alternate: I II
	Length of Surface Pipe Planned to be set: Length of Conductor Pipe (if any):
Operator:	Projected Total Depth:
Well Name: Original Total Depth:	Formation at Total Depth:
Original Completion Date Original Total Deptil	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
f Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR)
CC DKT #·	
NOO DINT #	Will Cores be taken? YesN
OO DINI #	Will Cores be taken?N If Yes, proposed zone:
AFF	If Yes, proposed zone:
AFF The undersigned hereby affirms that the drilling, completion and eventual plu	If Yes, proposed zone:
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Side Two



For KCC Use ONLY	
API # 15	-

Operator: __

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Location of Well: County: __

	feet from N / S Line of Section
umber:	feet from E / W Line of Section
	SecTwpS. R 🗌 E 🗍 W
er 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
Show location of the well. Show footage to the ne	PLAT earest lease or unit boundary line. Show the predicted locations of
lease roads, tank batteries, pipelines and electrical lines,	, as required by the Kansas Surface Owner Notice Act (House Bill 2032). ach a separate plat if desired.
	LEGEND
	Tank Battery Location
	Pipeline Location
	Electric Line Location Lease Road Location
	: : : Lease Road Location
	EXAMPLE :
36	
	1980' FSL
<u> </u>	1815 ft.
	SEWARD CO. 3390' FEL
NOTE: In all cases locate the snot of the proposed dr	<u> </u>

In plotting the proposed location of the well, you must spowft.

- 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.
- $2. \ \, \text{The distance of the proposed drilling location from the south / north and east / west outside section lines}.$
- 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).
- 5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

040714

Form CDP-1
May 2010
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: Emergency Pit Burn Pit Settling Pit Drilling Pit Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled) Is the pit located in a Sensitive Ground Water A Is the bottom below ground level? Yes No Pit dimensions (all but working pits): Depth from the pit is lined give a brief description of the limaterial, thickness and installation procedure.	Artificial Liner? Yes N Length (fee	(bbls) No lo epest point:	SecTwpRBast WestFeet from North / South Line of SectionFeet from East / West Line of SectionCounty Chloride concentration: mg/l
Distance to nearest water well within one-mile of	of pit:		west fresh water feet.
feet Depth of water well	feet	Source of information measured	nation: 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 splow into the pit? Yes No		Type of materia Number of worl Abandonment p Drill pits must b	over and Haul-Off Pits ONLY: I utilized in drilling/workover: I utilized
Submitted Electronically			
	KCC	OFFICE USE O	NLY Liner Steel Pit RFAC RFAS
Date Received: Permit Numl	ber:	Permi	t Date: Lease Inspection: Yes No



Kansas Corporation Commission Oil & Gas Conservation Division

1040714

Form KSONA-1
July 2010
Form Must Be Typed
Form must be Signed
All blanks must be Filled

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application).

Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (C	Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	SecTwpS. R 🔲 East 🗌 West
Address 1:	County:
Address 2:	Lease Name: Well #:
City:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: () Fax: ()	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the
Address 2:	county, and in the real estate property tax records of the county treasurer.
City:	
the KCC with a plat showing the predicted locations of lease roads, tank	dic Protection Borehole Intent), you must supply the surface owners and a batteries, pipelines, and electrical lines. The locations shown on the plat in the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
Select one of the following:	
owner(s) of the land upon which the subject well is or will be loce CP-1 that I am filing in connection with this form; 2) if the form the form; and 3) my operator name, address, phone number, fax, and I have not provided this information to the surface owner(s). I an KCC will be required to send this information to the surface owner(s).	cknowledge that, because I have not provided this information, the ner(s). To mitigate the additional cost of the KCC performing this
task, I acknowledge that I am being charged a \$30.00 handling If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-	fee with this form. If the fee is not received with this form, the KSONA-1
Submitted Electronically	

100 S. MAIN, SUITE 420 WICHITA, KANSAS 67202 (316) 262-1077 FAX (316) 219-1217 thellman@lotusoperating.com

August 1, 2010

Mr. Steve Walz 17353 SE Hwy 281 Kiowa, Kansas 67070

Re: #6 CR Wetz well

Barber County, KS

Dear Mr. Walz,

Lotus Operating Company LLC currently holds the Oil and Gas Lease for property located in S/2 SW/4 and SW/4 SE/4 of Section 36-T34S-R12W and the W/2 of Lot 1 and all of Lot 2 of Section 1-T35S-R12W, Barber County, Kansas.

This letter is to inform you we are preparing to drill the #6 CR Wetz well near August 11, pending approval from the Kansas Corporation Commission. The drill site will be located approximately 850' from the South Line and 1,815' the East Line of section 36-34S-12W, Barber County, Kansas. Enclosed is a plat showing our intended drilling location.

If you have any questions or concerns, please feel free to call our office.

Regards,

Timothy D. Hellman

TH/bh Enclosure

cc: Kansas Corporation Commission



assan 278-1 assan 301-1794180

AGREEMENT, Made and entered into this by and between Pearl L. Burchett, a widow, Gary D. Burchett, William F. Burchet by and between Pearl L. Burchett, a widow, Gary D. Burchett, William F. Burchet and James F. Burchett Paul Caragianis Party of the first part, hereinafter called lessor (whether one or more) and Paul Caragianis Party of the second part, hereinafter called lesses and the second part, hereinafter called lesses and the property of the second part, hereinafter called lesses and the property of the second part, hereinafter called lesses and the property of the second part, hereinafter called lesses and the property of the second part, hereinafter called lesses and the property of the second part, hereinafter called lesses and the property of the second part, hereinafter called lesses and set unto said lesses, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land together with any reversionary rights therein, situated in the County of Barber State of Kansas Township. Range and containing acres from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, or the premises are being developed o open the consideration of the premises had lessee covenants and agrees: It. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one eighth (%) part of all oil produced and aware from the lessed premises. 2nd. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of pays and the proceeds from the said of gas as such at the mouth of the well, the lessee shall pay for the manufacture of some pays the produced and save and the mouth of the well, it is said gas is sold by the lessee,	
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or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of DOLLARS which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said data. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods or the same number of months successively. All such payments or tenders of rental may be made by check or draft of lessee or an assignee thereof, mailed or delivered on or before the rental paying date either direct to lessor or assigns or to said depository bank and it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges grante to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and an and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or release covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portion and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced by said release or releases.	3
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the proportion that the acreage covered hereon is reduced by said release of releases.	y d y s
Should the first well-drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this least shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, the the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole an undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to	200 T
cover the interest so acquired. Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor.	-335 -355,319 -355,319
When requested by lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.	
Lessee shall pay for damages caused by its 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 of draw and remove casing.	
If the lessee shall commence operations to ill 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 four in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.	m
If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, to covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a payor or as to parts of the above described lands 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 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 lands upon which the said lessee or any assignee thereof shall made to payments of said rentals. If the leased premises are now or hereafter owned in severalty or in separate tracts, the premise nevertheless, may be developed and operated as an entirety, and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased area. There shall be no obligation on the part of the lessee to offset we on separate tracts into which the land covered by this lease is now or may hereafter be divided by sale, devise, or otherwise, or furnish separate measuring or receiving tanks for the oil produced from such separate tracts.	a rt he at ke son con cls to
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.	he
See attached Addendum. Whereof witness our hands as of the day and year first See attached Addendum. (Jean Surchett (SEA)	Ĺ)
above written.	
Witness to the mark: (SEA Garw D. Burchett	
Please record and return to: (SEA Stuart M. Kowalski (SEA	•
Martin, Pringle, Oliver.	
Wallace & Swartz 220 W. Douglas, 300 Page Count Wichita, Kansas 67202-3194 Wight Standard Count James F. Burchett	

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ADDENDUM TO OIL AND GAS LEASE dated November 30,1994by and between Pearl Burchett, et al and Paul Caragianis

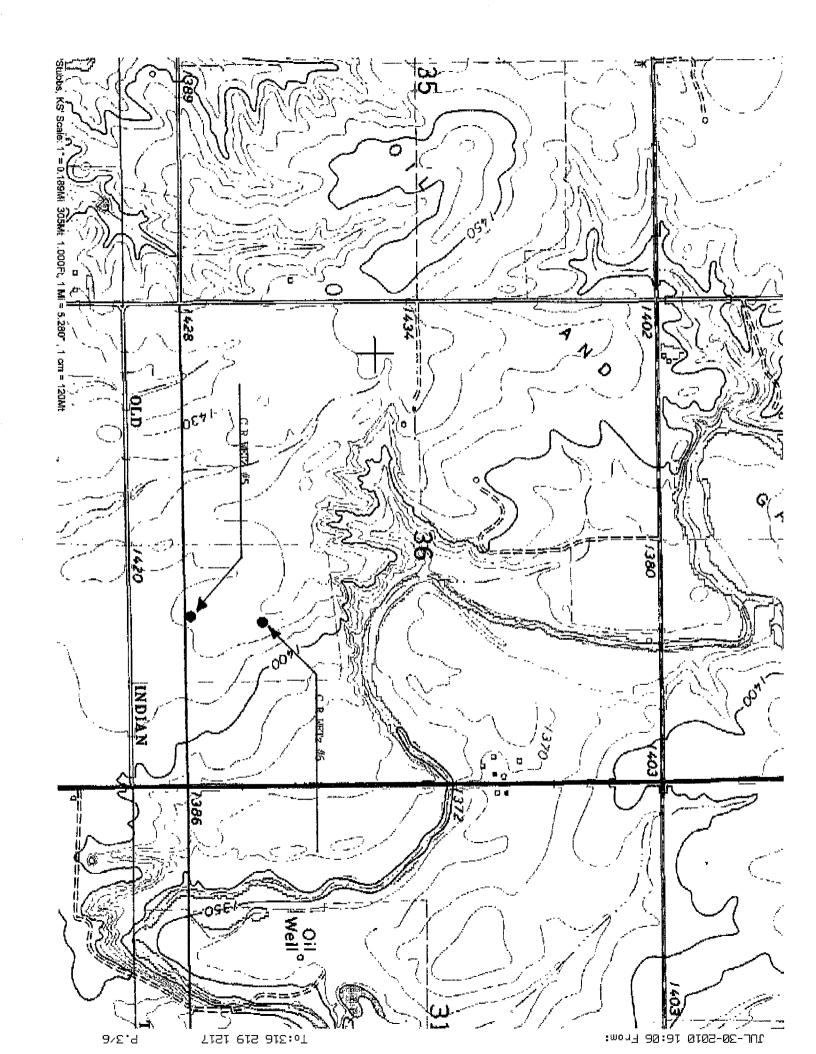
This Oil and Gas Lease shall become effective only upon the release or other termination of the oil and gas lease recorded at Book 131, Page 427 now in effect and covering the herein described land.

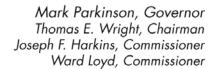
Lessee shall have the right to install and operate a salt water disposal well upon the land herein described for the disposal of salt water from the West Half and the East Half of the West Half of Section 36-35S-12W and the West Half of Lot 1 and all of Lot 2, Section 1-35S-12W, Barber County, Kansas.

Gary D. Burchett, William F. Burchett and James F. Burchett all warrant and represent that they have never been residents of the state of Kansas.



LEVATI L FIELD SURV		1021	0) 672-6491		7291.05 INVOICE NO.
OTUS OPERATING	COMPANY LLC	<u>-</u> -	б NO.	CRWetz_	ARM
larber .county	<u> 36 _ 34</u> s	12w	850' FSL &	1815' FET.	
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August 02, 2010

Tim Hellman Lotus Operating Company, L.L.C. 100 S MAIN STE 420 WICHITA, KS 67202-3737

Re: Drilling Pit Application CR Wetz 6 SE/4 Sec.36-34S-12W Barber County, Kansas

Dear Tim Hellman:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed <u>without slots</u>, the bottom shall be flat and reasonably level and the free fluids must be removed. The fluids are to be removed from the reserve pit as soon as the Hutchinson Salt section has been drilled through and displacement of the fluids into the reserve pit has occurred. The fluids should be removed again within 96 hours after drilling operations have ceased.

If production casing is set all completion fluids shall be removed from the working pits daily. NO completion fluids or non-exempt wastes shall be placed in the reserve pit.

The fluids should be taken to an authorized disposal well. Please call the District Office at (620) 225-8888 when the fluids have been removed. Please file form CDP-5 (August 2008), Exploration and Production Waste Transfer, through KOLAR within 30 days of fluid removal.

A copy of this letter should be posted in the doghouse along with the approved Intent to **Drill**. If you have any questions or concerns please feel free to contact the District Office at (620) 225-8888.