



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

KANSAS CORPORATION COMMISSION 1041103
 OIL & GAS CONSERVATION DIVISION

Form C-1
 March 2010

Form must be Typed
 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

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, MUST be submitted with this form.

Expected Spud Date: _____
 month day year

OPERATOR: License# _____
 Name: _____
 Address 1: _____
 Address 2: _____
 City: _____ State: _____ Zip: _____ + _____ - _____
 Contact Person: _____
 Phone: _____

CONTRACTOR: License# _____
 Name: _____

Well Drilled For:	Well Class:	Type Equipment:
<input type="checkbox"/> Oil	<input type="checkbox"/> Enh Rec	<input type="checkbox"/> Infield
<input type="checkbox"/> Gas	<input type="checkbox"/> Storage	<input type="checkbox"/> Pool Ext.
<input type="checkbox"/> Seismic ; _____ # of Holes	<input type="checkbox"/> Disposal	<input type="checkbox"/> Wildcat
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other	<input type="checkbox"/> Mud Rotary
		<input type="checkbox"/> Air Rotary
		<input type="checkbox"/> Cable

If OWWO: old well information as follows:

Operator: _____
 Well Name: _____
 Original Completion Date: _____ Original Total Depth: _____

Directional, Deviated or Horizontal wellbore? Yes No
 If Yes, true vertical depth: _____
 Bottom Hole Location: _____
 KCC DKT #: _____

Spot Description: _____
 _____ - _____ - _____ Sec. _____ Twp. _____ S. R. _____ E W
 (Q/Q/Q/Q) _____ feet from N / S Line of Section
 _____ feet from E / W Line of Section

Is SECTION: Regular Irregular?
 (Note: Locate well on the Section Plat on reverse side)

County: _____
 Lease Name: _____ Well #: _____

Field Name: _____
 Is this a Prorated / Spaced Field? Yes No

Target Formation(s): _____
 Nearest Lease or unit boundary line (in footage): _____

Ground Surface Elevation: _____ feet MSL
 Water well within one-quarter mile: Yes No

Public water supply well within one mile: Yes No
 Depth to bottom of fresh water: _____

Depth to bottom of usable water: _____
 Surface Pipe by Alternate: I II

Length of Surface Pipe Planned to be set: _____
 Length of Conductor Pipe (if any): _____

Projected Total Depth: _____
 Formation at Total Depth: _____

Water Source for Drilling Operations:
 Well Farm Pond Other: _____

DWR Permit #: _____
 (Note: Apply for Permit with DWR)

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

<p>For KCC Use ONLY</p> <p>API # 15 - _____</p> <p>Conductor pipe required _____ feet</p> <p>Minimum surface pipe required _____ feet per ALT. <input type="checkbox"/> I <input type="checkbox"/> II</p> <p>Approved by: _____</p> <p>This authorization expires: _____ (This authorization void if drilling not started within 12 months of approval date.)</p> <p>Spud date: _____ Agent: _____</p>

Remember to:

- File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill;
- File Drill Pit Application (form CDP-1) with Intent to Drill;
- File Completion Form ACO-1 within 120 days of spud date;
- File acreage attribution plat according to field proration orders;
- Notify appropriate district office 48 hours prior to workover or re-entry;
- Submit plugging report (CP-4) after plugging is completed (within 60 days);
- Obtain written approval before disposing or injecting salt water.
- If well will not be drilled or permit has expired (See: authorized expiration date) please check the box below and return to the address below.

Well will not be drilled or Permit Expired Date: _____
 Signature of Operator or Agent: _____

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

E
 W



1041103

For KCC Use ONLY

API # 15 - _____

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.

Operator: _____

Lease: _____

Well Number: _____

Field: _____

Number of Acres attributable to well: _____

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

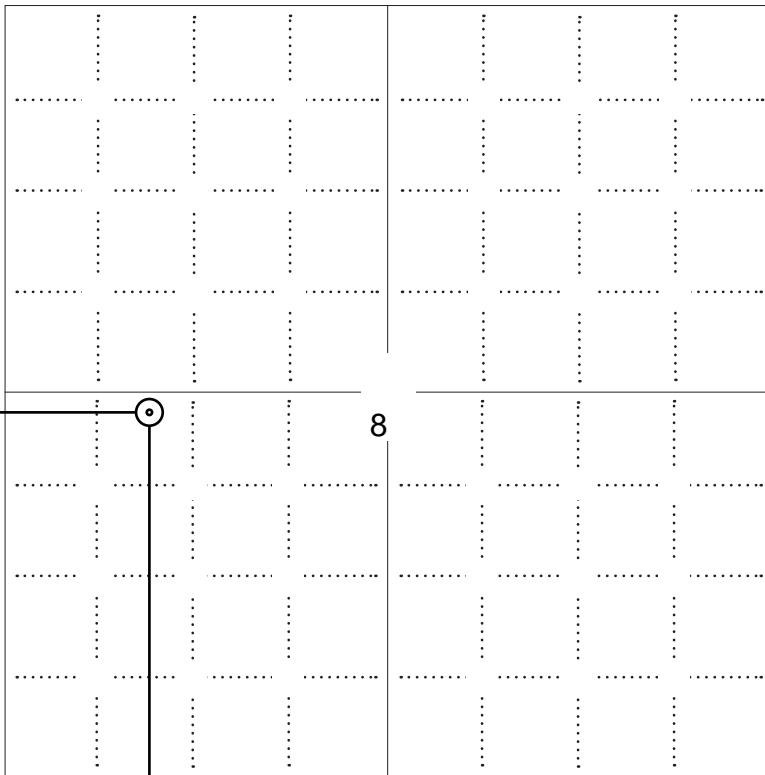
Is Section: Regular or Irregular

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

Section corner used: NE NW SE SW

PLAT

Show location of the well. Show footage to the nearest 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). You may attach a separate plat if desired.



LEGEND

- Well Location
- Tank Battery Location
- Pipeline Location
- Electric Line Location
- Lease Road Location



1980' FSL

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

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).
5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.



KANSAS CORPORATION COMMISSION 1041103
OIL & GAS CONSERVATION DIVISION

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: <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) <input type="checkbox"/> N/A: Steel Pits Depth from ground level to deepest point: _____ (feet) <input type="checkbox"/> 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: <input type="checkbox"/> measured <input type="checkbox"/> well owner <input type="checkbox"/> electric log <input type="checkbox"/> 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.	
<p>Submitted Electronically</p>			

KCC OFFICE USE ONLY

Liner Steel Pit RFAC RFAS

Date Received: _____ Permit Number: _____ Permit Date: _____ Lease Inspection: Yes No



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 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License # _____
Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____
Contact Person: _____
Phone: (_____) _____ Fax: (_____) _____
Email Address: _____

Well Location:
____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West
County: _____
Lease Name: _____ Well #: _____

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

Surface Owner Information:

Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____

When filing a Form T-1 involving multiple surface owners, attach an additional 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 county, and in the real estate property tax records of the county treasurer.

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

I Submitted Electronically

I

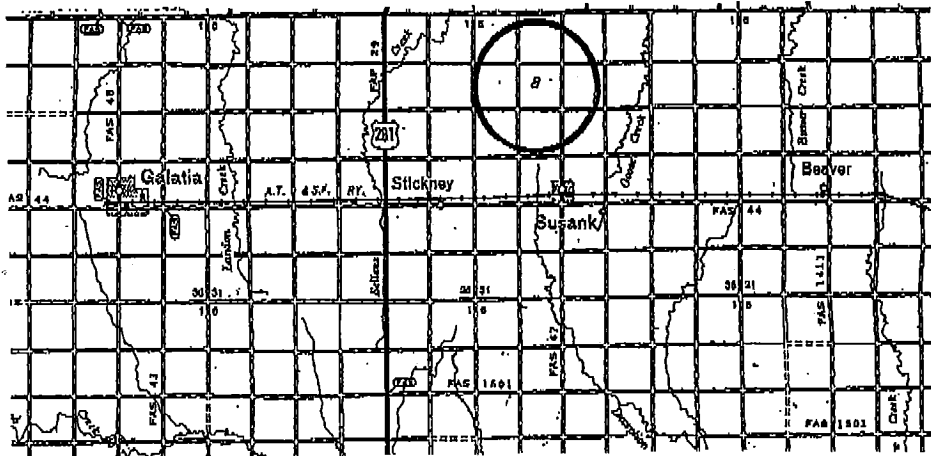
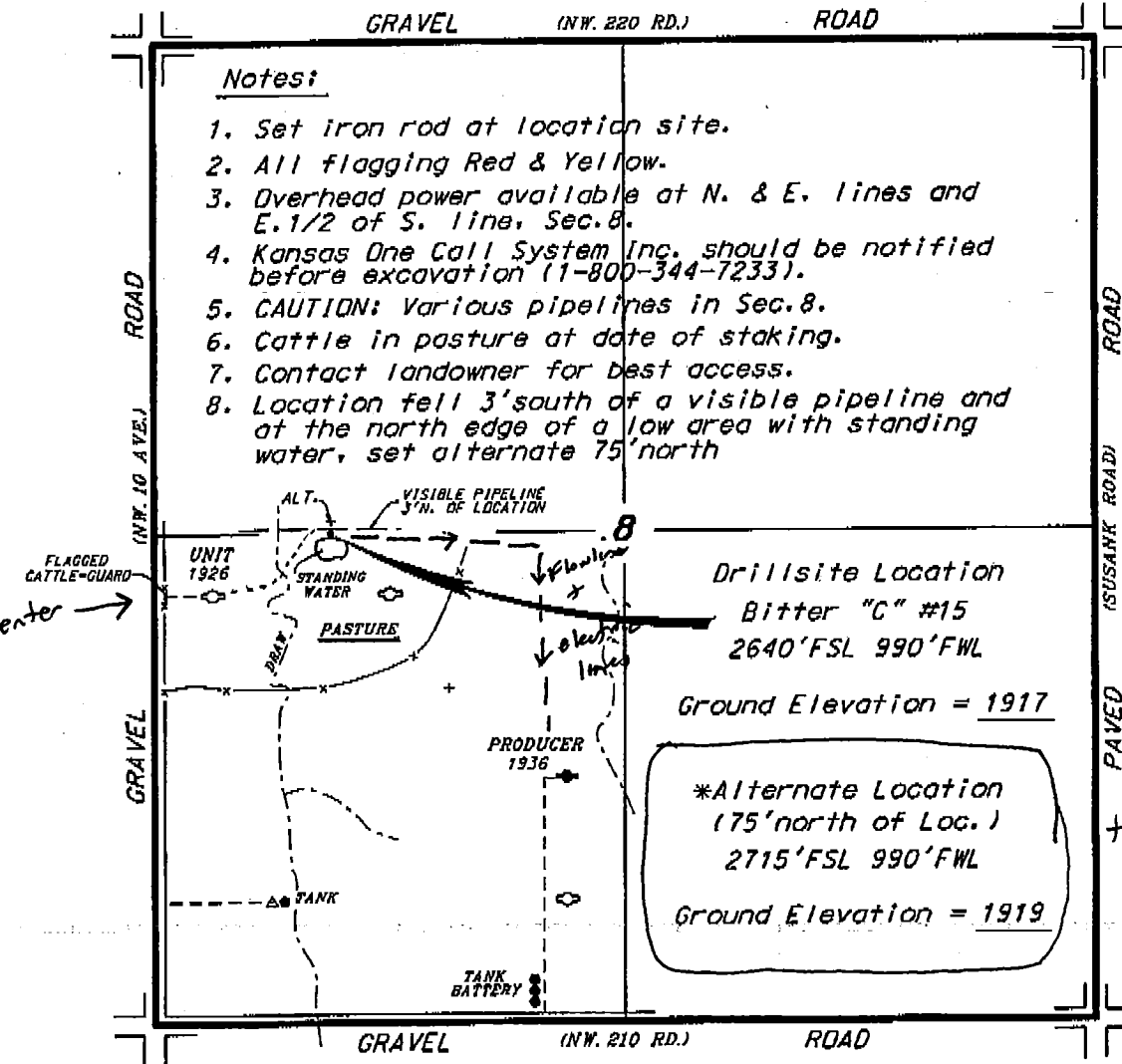
VESS OIL CORPORATION
BITTER LEASE
W. 1/2, SECTION 8, T16S, R13W
BARTON COUNTY, KANSAS

GRAVEL (NW. 220 RD.) ROAD

Notes:

1. Set iron rod at location site.
2. All flagging Red & Yellow.
3. Overhead power available at N. & E. lines and E. 1/2 of S. line, Sec. 8.
4. Kansas One Call System Inc. should be notified before excavation (1-800-344-7233).
5. CAUTION: Various pipelines in Sec. 8.
6. Cattle in pasture at date of staking.
7. Contact landowner for best access.
8. Location fell 3' south of a visible pipeline and at the north edge of a low area with standing water, set alternate 75' north

*Ingress and egress to location as shown on this plot is per usage only and may not be legally opened for public use. Contact landowner, tenant and county road department for access.



this location

Spud - 8/5/10

* Controlling data is based upon the best maps and photographs available to us and upon a regular section of land containing 640 acres.
 • Approximate section lines were determined using the normal standard of care of oilfield surveyors practicing in the state of Kansas. The section corners, which establish the precise section lines, were not rigorously located, and the exact location of the drillsite location in the section is not guaranteed. Therefore, the operator securing this service and accepting this plot and all other parties relying thereon agree to hold Central Kansas Oilfield Services, Inc., its officers and employees harmless from all losses, costs and expenses and said entries released from any liability from intentional or consequential damages.
 • Elevations derived from National Geodetic Vertical Datum.

Date July 28, 2010

OIL AND GAS LEASE FROM
 HENRY BITTER, JR.
 TO
 T. O. JOHNSON

STATE OF KANSAS,
 County of Barton.
 This instrument was filed for record on the 13th day of January, 1934, at 8 o'clock P. M. and duly recorded in book _____ page _____ of the records of this office.
 Sannetta Dodge Johnson
 Register of Deeds.
 By _____ Deputy Recorder.

408. OIL AND GAS LEASE
 AGREEMENT Made and entered into, 13th day of January, 1934, by and between Henry Bitter, Jr. and Marie Bitter, Jr., his wife

of Holsington, Kansas
 T. O. JOHNSON
 Party of the first part, hereafter called leasee (whether one or more) and WITNESSETH, That the said lessor, for and in consideration of One and no/100 - party of the second part, leasee, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of leasee to be paid, made and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said leasee, for the sole and only purpose of mining and operating for oil and gas; and laying pipe lines; and building tanks, towers, stations and structures thereon to produce, save and take care of said products, all that certain tract of land situate in the County of Barton, State of Kansas, described as follows, to-wit:

West Half

of Section 21 Township 16 Range 15 and containing 320 acres, more or less. It is agreed that this lease shall remain in force for a term of ten years from this date, and as long thereafter as oil and gas, or either of them, is produced from said land by the leasee. In consideration of the premises the said leasee covenants and agrees:
 1st. To deliver to the credit of leasee, free of cost, in the pipe line to which he may connect his well, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
 2nd. To pay leasee for gas from each well where gas only is found, the equal one-eighth (1/8) of the gross proceeds at the prevailing market rate, for all gas used off the premises, said payments to be made quarterly and leasee to have gas free of cost from any such well for all uses and all kinds of lights in the leased premises or on said land during the same time by making his own connections with the well at his own risk and expense.
 3rd. To pay leasee for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gas, one-eighth (1/8) of the gross proceeds at the prevailing market rate for the gas used; for the time during which such gas shall be used, said payments to be made quarterly.

If no well be commenced on said land on or before the 13th day of January, 1935, this lease shall terminate as to both parties, unless the leasee or its heirs, assigns or trustee, or to the lessor's credit in the Bank of Holsington, Kansas, or its successors, which shall continue as the depository of the proceeds of the lease, the sum of \$180 for a 4 year period payable annually beginning Jan. 15, 1936 and ending Jan. 15, 1939 thereafter \$220 payable annually for term of lease which sum shall operate as a rental as if cover the privilege of delivering the commencement of a well for 12 months from said date. In like manner and upon the payment or tender of the commencement of a well may be further deferred for like periods or the same number of months successively. And if it is understood and agreed that the commencement of a well may be further deferred for like periods or the same number of months successively, but shall not be payable as above, but shall be the basis of computing the term of the lease, and may not be further deferred. Should the first well drilled on the above described land be a dry hole, then, in this event, if a second well is not commenced on said land within twelve months from the expiration of the last period which rental has been paid, this lease shall terminate as to both parties, unless the leasee on or before the expiration of said twelve months shall resume the payment of rentals in the same manner and in the same manner as hereinbefore provided. And if it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph herein, governing the payment of rentals and the amount thereof, shall continue in force just as though there had been no interruption in the rental payments. If said leasee owns a lease interest in the above described land, then the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the leasee only in the proportion which his interest bears to the whole and undivided fee. Leasee 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 leasee. When requested by leasee, lessor 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. Leasee shall pay for damages caused by its operations to growing crops on said land. Leasee 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 leasee shall commence to drill a well within the term of this lease or any extension thereof, the leasee shall have the right to drill such well to completion with reasonable dispatch 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 full effect as if such well had been completed within the term of years herein first mentioned. If the estate of either party herein is sold, and the privilege of mining in whole or in part is expressly allowed, the covenants herein shall extend to their heirs, assigns, 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 leasee until after the leasee has been furnished with a written copy of the lease, and if he has been so furnished in the event that the lease shall be assigned to a party or parties other than the party or parties herein named, the assignee or assignees of such part or parts shall fall or make default in the payment of the proportionate part of the rentals due from him or them, 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 leasee or any assignee thereof shall have the payment of said rentals. Lessor hereby warrants and agrees to defend the title to the land herein described, and agrees that the leasee shall have the right at any time to redeem by leasee by payment, any mortgages, liens or other liens on the above described lands, in the event of default of payment by leasee, and be subrogated to the rights of the holder thereof.

In Holsington, Kansas, this the 13th day of January, 1934.

Witness my hand and seal of my office this 13th day of January, 1934.
 HENRY BITTER, JR. (SEAL)
 Marie Bitter, Junior by Mark (SEAL)
 Ed Bitter (SEAL)
 R. A. Whorhan (SEAL)

ACKNOWLEDGMENT TO THE LEASEE
 STATE OF KANSAS, BE FURTHER REMEMBERED, That on this 13 day of January, 1934, in the year of our Lord one thousand nine hundred and thirty-four, before me, a Notary Public in and for said County and State, came Henry Bitter, Jr. and Marie Bitter. He wife to me personally known to be the identical person who executed the above and foregoing instrument, and who each duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written. My commission expires Feb. 3, 1935. (Seal) Benj. Hargrett Notary Public.

ACKNOWLEDGMENT WHERE LEASEE SIGNS BY MARK
 STATE OF KANSAS, On this 13 day of January, A.D. 1934, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Marie Bitter and she acknowledged to me that she is the identical person who executed the within and foregoing instrument by her mark, in my presence and in the presence of Ed Bitter and R. A. Whorhan as witnesses, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal of office the day and year first above written. My commission expires Feb. 3, 1935. (Seal) Benj. Hargrett Notary Public.

NOTE - This signature by mark of a leasee who cannot write his name must be witnessed by two witnesses, one of whom must write leasee's name near said mark.



*Mark Parkinson, Governor
Thomas E. Wright, Chairman
Joseph F. Harkins, Commissioner
Ward Loyd, Commissioner*

July 30, 2010

Casey Coats
Vess Oil Corporation
1700 WATERFRONT PKWY BLDG 500
WICHITA, KS 67206-6619

Re: Drilling Pit Application
Bitter C 15
NW/4 Sec.08-16S-13W
Barton County, Kansas

Dear Casey Coats:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed **without slots**, 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 as soon as practical after drilling operations have ceased. Keep pits away from draw/drainage.

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 (785) 625-0550 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 (785) 625-0550.