For KCC Use:

Eff	e	ct	iv	е	Date
-					

District	#	

SGA?	Yes	No

# KANSAS CORPORATION COMMISSION **OIL & GAS CONSERVATION DIVISION**

March 2010 Form must be Typed Form must be Signed All blanks must be Filled

Form C-1

1044123

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:	Spot Description:
month     day     year       OPERATOR:     License#	( <sup>(Q/Q/Q/Q)</sup> ) <sup>-</sup> Sec Twp S. R □ E □ W feet from □ N / □ S Line of Section 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) County: Lease Name: Well #:
F 110116	Field Name:
CONTRACTOR: License# Name:	Is this a Prorated / Spaced Field? Yes No Target Formation(s):
Well Drilled For:       Well Class:       Type Equipment:         Oil       Enh Rec       Infield       Mud Rotary         Gas       Storage       Pool Ext.       Air Rotary         Disposal       Wildcat       Cable         Seismic ;       # of Holes       Other         Other:	Nearest Lease or unit boundary line (in footage):         Ground Surface Elevation:
Directional, Deviated or Horizontal wellbore?	Water Source for Drilling Operations:
If Yes, true vertical depth:	Well Farm Pond Other:
Bottom Hole Location:	DWR Permit #:(Note: Apply for Permit with DWR )
KCC DKT #:	Will Cores be taken?
	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 E	Electronically
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For KCC Use ONLY	
API # 15	
Conductor pipe required	feet
Minimum surface pipe required	feet per ALT.
Approved by:	
This authorization expires:	
Spud date: Agent:	

#### 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:

ш

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



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:	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: QTR/QTR/QTR/QTR of acreage:	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.

······			O       Well Location         Image: Constraint of the second constraint of the
	 2		EXAMPLE
······	 		1980 SEWARD CO. 3390' FEL

### In plotting the proposed location of the well, you must show:ft.

- 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.

Side Two



KANSAS CORPORATION COMMISSION 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: \_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Pit is: **Emergency Pit** Burn Pit Proposed Existing Sec.\_\_\_\_Twp.\_\_\_\_R.\_\_\_ East West Settling Pit **Drilling Pit** If Existing, date constructed: Feet from North / South Line of Section Haul-Off Pit Workover Pit \_\_\_\_Feet from \_\_\_ East / \_\_\_ West Line of Section Pit capacity: (If WP Supply API No. or Year Drilled) County \_(bbls) Is the pit located in a Sensitive Ground Water Area? Yes No Chloride concentration: mg/l (For Emergency Pits and Settling Pits only) Is the bottom below ground level? Artificial Liner? How is the pit lined if a plastic liner is not used? Yes Yes No No \_\_\_\_Length (feet) \_\_\_ \_\_\_\_\_Width (feet) Pit dimensions (all but working pits): 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 Describe procedures for periodic maintenance and determining material, thickness and installation procedure. liner integrity, including any special monitoring. Depth to shallowest fresh water \_\_\_\_ Distance to nearest water well within one-mile of pit: feet. Source of information: KDWR measured well owner electric log \_feet Depth of water well \_\_\_\_ \_\_ feet Emergency, Settling and Burn Pits ONLY: Drilling, Workover and Haul-Off Pits ONLY: Producing Formation: \_ Type of material utilized in drilling/workover: Number of producing wells on lease: \_\_\_\_\_ Number of working pits to be utilized: \_\_\_\_ Barrels of fluid produced daily: Abandonment procedure: Does the slope from the tank battery allow all spilled fluids to flow into the pit? Yes No Drill pits must be closed within 365 days of spud date. Submitted Electronically KCC OFFICE USE ONLY Steel Pit Liner RFAC RFAS Permit Number: No Date Received: Permit Date: Lease Inspection: Yes

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



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT Form KSONA-1 July 2010 Form Must Be Typed Form must be Signed All blanks must be Filled

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 #	Well Location:
Name:	
Address 1:	County:
Address 2:	Lease Name: Well #:
City:          Zip:            Contact Person:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of 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: State: Zip:+	

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:

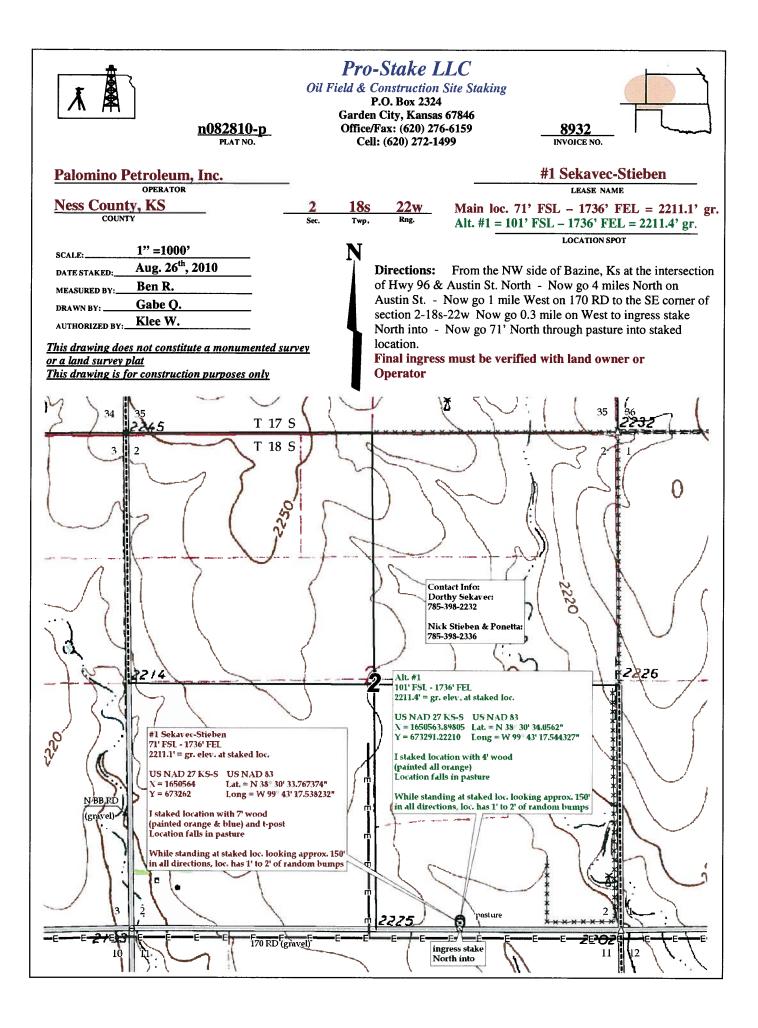
- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this 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.

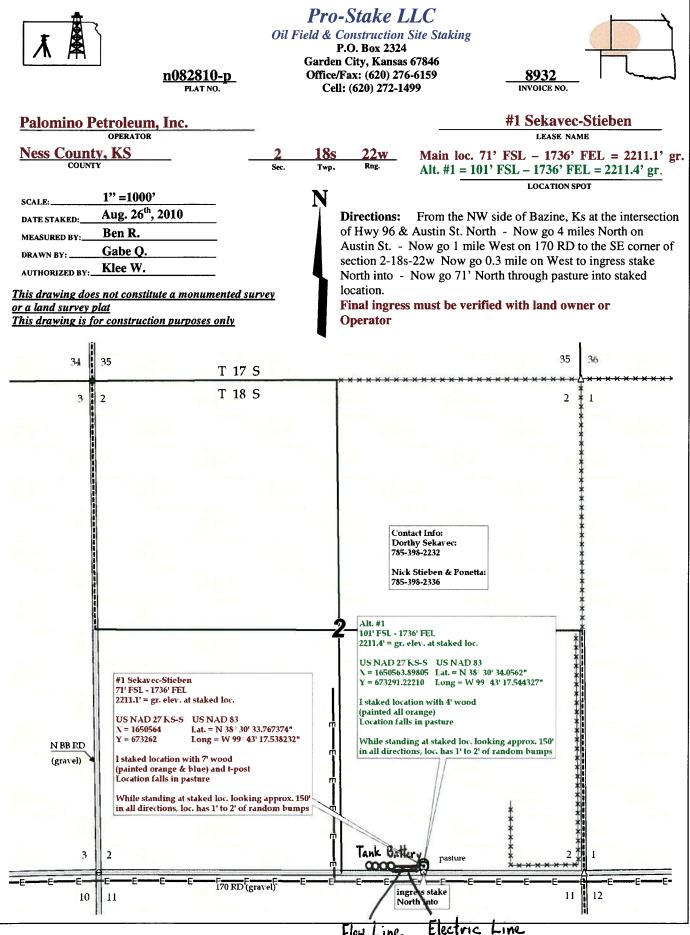
If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

## Submitted Electronically

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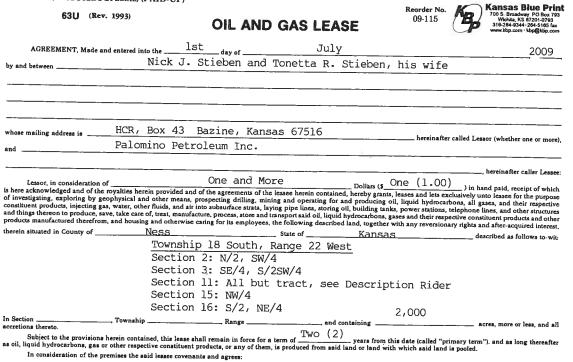


Flow Line

		OIL AN	D GAS LEASE	09-115	700 S. Broadway P Wichita, KS 6720 318-284-9344 - 284
100000		29th	June		www.kbp.com·kbp
	and entered into the _	Dorothy Sekave			
by and between		Sekave		e person	
·····					
whose mailing address is	25231 150	Road Brownell,	Kansas 67521		
and		etroleum Inc.		hereinafte	er called Lessor (whether one o
Lessor, in consideration		One and Mor	Α	llars (§One (1.00)	, hereinafter caller
is here acknowledged and of the of investigating, exploring by constituent products, injecting and things thereon to produce.	he royalties herein pro- geophysical and other gas, water, other fluids	vided and of the agreements of t r means, prospecting drilling, m s, and air into subsurface strata, l	he lessee herein contained, here ining and operating for and pro laying pipe lines, storing oil, buil	by grants, leases and lets en ducing oil, liquid hydroca ding tanks, power stations,	xclusively unto lessee for the j rbons, all gases, and their re- telephone lines, and other st
therein situated in County of	Nes	t, manufacture, process, store and otherwise caring for its employee S	State ofK	ansas	described as follows
			uth, Range 22 We		
		Section 2: SE/			
In Section	, Township	, Range	and containing	160	acres, more or less,
Subject to the provision	a herein contained, th	is lease shall remain in force for natituent products, or any of the	Two (2)	from this data (called "	imary term") and 1 "
in consideration of the	or other respective compremises the said less	nstituent products, or any of the se covenants and agrees:	m, is produced from said land or	land with which said land	is pooled.
1st. To deliver to the from the leased premises.	credit of lessor, free of	cost, in the pipe line to which le	essee may connect wells on said l	land, the equal one-eighth (	(%) part of all oil produced and
2nd. To pay lessor for	gas of whatsoever ne	ture on bind and the state			
at the market price at the well	, (but, as to gas sold b	y lessee, in no event more than n. said payments to be made more	one-eighth (%) of the proceeds re	d in the manufacture of an eccived by lessee from such	y products therefrom, one-eight along the set of the se
as royalty One Dollar (\$1.00)	e of products therefrom	n, said payments to be made mo	onthly. Where gas from a well p	roducing gas only is not so	old or used, lessee may pay or
meaning of the preceding parag	graph.	er unte retainen nerennder, and	i il such payment or tender is m	ade it will be considered th	hat gas is being produced with
This lease may be main of this lease or any extension i	intained during the pr thereof, the lesses shall	imary term hereof without furth have the right to drill such us	her payment or drilling operatio	ns. If the lessee shall comm	nence to drill a well within th
found in paying quantities, this	lease shall continue a	nd be in force with like effect as	if such well had been completed	within the term of years fi	nd if oil or gas, or either of th
		we described land than the enti- nterest bears to the whole and ur		ate therein, then the royalt	ies herein provided for shall h
		, gas, oil and water produced on			
when requested by less	or, lessee shall bury les	ssee's pipe lines below plow dept	salu land for lessee a operation t	nereon, except water from	the wells of lessor.
•• •• •• • • • •			h.		
No well shall be drilled	nearer than 200 feet to	o the house or barn now on said	premises without written consen	t of lessor.	
Lessee shall pay for da	nearer than 200 feet to mages caused by lesses	o the house or barn now on said s's operations to growing crops o	premises without written consen		
Lessee shall pay for day Lessee shall have the ri	nearer than 200 feet to mages caused by lesses ght at any time to rem	o the house or barn now on said e's operations to growing crops o nove all machinery and fixtures i	premises without written consen on said land. placed on said premises includin	of the right to draw and re-	move casing.
Lessee shall pay for dat Lessee shall have the ri If the estate of either executors, administrators, and	nearer than 200 feet to mages caused by lessed ight at any time to rem party hereto is assign	the house or barn now on said of operations to growing crops of nove all machinery and fixtures p ed, and the privilege of assigni	premises without written consen n said land. placed on said premises, includin ing in whole or in part is expre	g the right to draw and rer sely allowed, the covenant	ts hereof shall extend to their
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Date Recorded: 7/30/2009 11:50:00 AM



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 (%) part of all oil produced and saved from the leased premises.

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 lease shall commence to drill a well within the term of this lease or any extension thereof, the lease 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 bests 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 lesse, in whole or in part, lessee shall be relieved of all obligations with respect to the assignment 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 ender this lesse 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 fourgations as to the acreage surrendered. 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, Rules

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 morigages, 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. Lesses, at its option, is hareby 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 lease'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 a sin off well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lesse shall sexee the into a unit pooled into a tract with shall be tracted, for all purposes exceeding to acressing for advisable to do so in order to production from the pooled unit, as if it were included in this lease. If production is roughline already acresses, it shall be treated as if production from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the opaled into a tract may appendix therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

See Description Rider attached hereto and made a part hereof.

See Addendum attached hereto and made a part hereof.

SEAL	SOS SOS
IN WITNESS WHEREOF, the undersigned execute the detrument as of the day and Witnesses: <u>Nick J. Stieben</u>	Tonetta R. Stieben

State of Kansas Ness County Book: 324 Page: 617 Recording Fee: \$20.00 Receipt \*: 5719 Pages Recorded: 4 Cashier Initials: MH Date Recorded: 7/30/2009 12:20:00 PM