

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

### Kansas Corporation Commission 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**

Expected Spud Date:		Spot Description:			
month day	year	Sec TwpS	S. R 🗌 E 🔲 W		
OPERATOR: License#		(Q/Q/Q/Q) feet from N	/ S Line of Section		
Name:		feet from E	/ W Line of Section		
Address 1:		Is SECTION: Regular Irregular?			
Address 2:		(Note: Locate well on the Section Plat on re	ovorco cido)		
Dity: State: Zip:	_	County:	,		
Contact Person:		Lease Name:			
Phone:		Field Name:			
CONTRACTOR: License#		Is this a Prorated / Spaced Field?	Yes No		
Name:		Target Formation(s):			
		Nearest Lease or unit boundary line (in footage):			
Well Drilled For: Well Class: Type I	чиртноти.	Ground Surface Elevation:			
	ud Rotary	Water well within one-quarter mile:	Yes No		
	rRotary	Public water supply well within one mile:	Yes No		
	able	Depth to bottom of fresh water:			
Seismic ;# of HolesOther		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 Total 5		Formation at Total Depth:			
Original Completion Date: Original Total D		Water Source for Drilling Operations:			
Directional, Deviated or Horizontal wellbore?	Yes No	Well Farm Pond Other:			
If Yes, true vertical depth:					
Bottom Hole Location:		DWR Permit #:(Note: Apply for Permit with DWR			
KCC DKT #:		Will Cores be taken?	Yes No		
		If Yes, proposed zone:			
		11 100, proposod 20110.			
	AFFIDA				
The undersigned hereby affirms that the drilling, complet	on and eventual plugging	g of this well will comply with K.S.A. 55 et. seq.			
It is agreed that the following minimum requirements will	e met:				
1. Notify the appropriate district office <i>prior</i> to spuddi	na of well:				
2. A copy of the approved notice of intent to drill shall		ing rig;			
3. The minimum amount of surface pipe as specified	,	0 17	shall be set		
through all unconsolidated materials plus a minimu					
4. If the well is dry hole, an agreement between the o			r to plugging;		
<ul><li>5. The appropriate district office will be notified before</li><li>6. If an ALTERNATE II COMPLETION, production pip</li></ul>	. 55		C of anud data		
		91-C, which applies to the KCC District 3 area, altern			
		aged. <i>In all cases, NOTIFY district office</i> prior to an			
,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,		
ubmitted Electronically					
ubilitied Liectroffically	_				
For KCC Use ONLY		member to:			
		File Certification of Compliance with the Kansas Surface	Owner Notification		
API # 15		Act (KSONA-1) with Intent to Drill;			
Conductor pipe requiredfee		- 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:			
	_ L				
Minimum surface pipe requiredfeet p	^ 1 T     1     11				
	er ALT. UIUIII - F	File acreage attribution plat according to field proration o	rders;		
Minimum surface pipe required feet p Approved by:  This authorization expires:	er ALT.		rders; er or re-entry;		

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

Spud date: \_

- 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:	

Side Two



SEWARD CO. 3390' FEL

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:

Operator								0411011 01 11		
Lease:									feet from N / S Line of Section	
Well Number	er:								feet from E / W Line of Section	
Field:							Se	SecTwpS. R E W		
Number of A							10	Section:	Regular or Irregular	
							If S	Section is ection corne	Irregular, locate well from nearest corner boundary. er used: NE NW SE SW	
				ipelines an	d electrica	the neare	required b		dary line. Show the predicted locations of as Surface Owner Notice Act (House Bill 2032). ired.	
		:	:	: : : :		:	:	:	LEGEND	
									O Well Location Tank Battery Location Pipeline Location Electric Line Location Lease Road Location	
1445 ft			0						EXAMPLE : :	
				1						
		:  :	:	:  :		:  : :	:	:	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 OIL & GAS CONSERVATION DIVISION

044715

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  Proposed  If Existing, date con  Workover Pit  Haul-Off Pit  (If WP Supply API No. or Year Drilled)  Pit is:  Proposed  If Existing, date con  Pit capacity:		(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

1044715

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)				
OPERATOR: License #	Well Location:				
Name:					
Address 1:					
Address 2:					
City: State: Zip:+					
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 county, and in the real estate property tax records of the county treasurer.				
Address 2:					
City: State: Zip:+					
the KCC with a plat showing the predicted locations of lease roads, tank	dic Protection Borehole Intent), you must supply the surface owners and 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.				
I certify that, pursuant to the Kansas Surface Owner Notice Adowner(s) of the land upon which the subject well is or will be lo CP-1 that I am filing in connection with this form; 2) if the form b form; and 3) my operator name, address, phone number, fax, are	ct (House Bill 2032), I have provided the following to the surface potential:  1) a copy of the Form C-1, Form CB-1, Form T-1, or Form the being filed is a Form C-1 or Form CB-1, the plat(s) required by this end email address.  1) cknowledge that, because I have not provided this information, the				
KCC will be required to send this information to the surface ow	ner(s). To mitigate the additional cost of the KCC performing this fee, payable to the KCC, which is enclosed with this form.				
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-1	fee with this form. If the fee is not received with this form, the KSONA-1 1 will be returned.				
Submitted Electronically					



Union Central Life 1-28-15-1 2390 FNL - 1445 FWL 1-28S-15E 1" = 1,000'

THE UNION CE RANCE COMPANY

Wilson County Register of Deeds ok: #: 12689 Receipt Pages Recorded: 4 Remens

Date Recorded: 1/3/2008 2:51:43 PM Teresa a. young

ORIGINAL COMPARED WITH RECORD

U.C. #26846-02

Lessee

**AGREEMENT**, Made and entered into this 31st day of October 2007, by and between THE UNION CENTRAL LIFE INSURANCE COMPANY, an Ohio Corporation, having its principal place of business at 1876 Waycross Road, Cincinnati, Ohio 45240, with mailing address of Post Office Box 40888, Cincinnati, Ohio 45240-0888, hereinafter called lessor, and Quest Cherokee, LLC of 210 Park Avenue, Suite 2750, Oklahoma City, OK 73102, hereinafter called lessee.

WITNESSETH: That lessor, for and in consideration of Ten and More Dollars cash in hand 2. paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto said lessee without warranty of title, for the exclusive right of exploring by geophysical and other methods, and operating for and producing there from oil and all gas of whatsoever nature or kind of laying pipelines, telephone and telegraph lines and building tanks, ponds, roadways and structures thereon to produce, save and take care of said products, and the injection of water, brine and other fluids into subsurface strata, and any and all other rights and privileges necessary, incident to, or convenient for the economical operation for the production, saving, and taking care of gas of whatsoever nature or kind, all that certain tract of land situated in the County of Wilson, State of Kansas, described as follows, to-wit:

All that pt. West 120 acres NW fractional quarter lying North of S.F. RR R/W

of Section 1. Township 28S, Range 15E, and containing, for the purpose of determining the amount of money payment hereunder 116.26 acres, whether there be more or less.

- It is agreed that this lease shall remain in force for a primary term of three (3) years from this date, and as long as oil or gas of whatsoever nature or kind, or either of them, is produced from the leased premises in paying quantities, or drilling, or reworking, or dewatering operations are being conducted thereon, with no period of more than 90 consecutive days during which there is neither production of any kind of said substances from, nor drilling or reworking, or dewatering operations being conducted on the leased premises by the Lessee, or is otherwise perpetuated as provided herein.
- Lessee agrees to deliver to the credit of lessor, as royalty, free of cost, in the pipeline or storage 4. tanks to which lessee may connect his wells, the equal one-fourth (1/4) part of all oil produced and saved from the leased premises, or at lessee's option may pay monthly to lessor for such royalty, at the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipeline or into storage tanks.
- To pay Lessor, as royalty, for gas of whatsoever nature or kind (with all of its constituents) produced from said land (i) when sold by Lessee, one-fourth (1/4) of the net amount realized by Lessee, computed at the wellhead, or (ii) when used by Lessee off the leased premises (unless for development, operation, gathering or processing thereof) or used on the leased premises by Lessee for any purpose other than the development, operation, gathering, or processing thereof or used in the manufacture of any products therefrom, one-fourth (1/4) of the net market value of the gas so used at the wellhead, said payments to be made monthly. As used in this Lease, the term "net amount realized by Lessee, computed at the wellhead" shall mean the gross proceeds received by Lessee from the sale of gas minus post-production costs incurred by Lessee between the wellhead and the point of sale, and the term "net market value at the wellhead" shall mean the current market value (at the time of production) of the gas at a market point where gas produced in the general area is commonly purchased and sold, minus the post-production costs that would be incurred by Lessee between the wellhead and such market point in order to realize that market value. Where gas from a well producing gas only is not sold or used, lessee shall pay, as shut-in royalty, \$100.00 per annum for each such well or an amount equal to the amount of

## THE UNION CENTRAL LIFE INSURANCE COMPANY OIL AND GAS LEASE

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the annual delay rental, whichever is greater. Such payment is to be made on the anniversary date of this lease next ensuing after the date such well is shut in, and thereafter on the anniversary date of this lease during the period such well is shut in. While such payments are made, such well shall be considered to be a producing well within the meaning of this lease. A well may only be considered to be shut-in for a period not exceeding a three (3) year cumulative time limit. After three years has elapsed, the well shall be considered non-producing and the lessee shall file a release of record and forward a recorded copy of the release to the lessor.

- 6. Lessee agrees for any year beginning on an anniversary date of this lease, the royalties provided for in Paragraph 4 and 5 above shall aggregate in amount and market value not less than said \$116.26.
- 7. The royalties provided above have been calculated on the entire and undivided fee simple estate in the oil and gas underlying the above-described land. Said royalties shall be paid lessor in the proportion which its interest bears to the whole and undivided fee in the oil and gas underlying said land.
- 8. In the event a well or wells producing oil or gas in paying quantities should be brought in on said land or on adjacent land and not more than 330 feet from and draining the leased premises, Lessee agrees to drill such well or wells as a reasonably prudent operator would drill under the same or similar circumstances. No additional covenant for development, exploration or protection shall be implied other than as expressly herein provided. Anything herein to the contrary notwithstanding, offset distance shall not be less than spacing distances required by any applicable State regulations.
- 9. Lessee may at any time release this lease as to part or all of its interest in the lands above described, and all payments and liabilities thereafter to accrue, as to the part released, shall cease and determine. The lessee will immediately furnish the lessor with a recorded release affecting the part released. In the event of a partial release, the annual delay rental above mentioned shall be reduced proportionately.
- 10. 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 or ponds of surface owner.
  - 11. When requested by surface owner, lessee shall bury its pipelines below plow depth.
- 12. No well shall be drilled nearer than 200 feet to any house or barn now on said premises, without the written consent of surface owner.
  - 13. Lessee shall pay for damages caused by its operation on said lands.
- 14. Lessee shall have the right at any time, within one year after the termination of this lease, to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing. Before removing the casing from any well, lessee shall notify lessor sixty days in advance before any well is plugged and give lessor the right to meet all competitive bids to buy the well or wells for salvage. Lessee agrees to restore land to original condition as nearly as possible.
- 15. Lessee agrees to notify lessor in writing before a well is commenced on said land, furnishing the well location. Lessee agrees to notify lessor in writing within thirty (30) days after the plugging and abandonment of any well on lands covered by the lease, giving the well name, location and date of plugging.
- 16. The privilege of assigning or subletting in whole or in part by either party hereto is expressly allowed, and the express and implied covenants hereof shall extend to the sub lessee or assignee. No change in

JCL Lessee

### THE UNION CENTRAL LIFE INSURANCE COMPANY OIL AND GAS LEASE

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ownership of Lessor's interest leased herein or assignment of royalties shall be binding on lessee until after lessee has been furnished with a written transfer or assignment or a true copy thereof. In the event lessee shall assign or sublet in part and the assignee or sub lessee of such part shall fail to make the payment of the proportionate part of the rentals due from said assignee or sub lessee, such default shall not operate to defeat or affect this lease insofar as it covers the part as to which lessee or any assignee or sub lessee shall make due payment of said rental. Lessee agrees to notify lessor, in writing, of any assignment of this lease.

- 17. Lessor hereby agrees that lessee shall have the right at any time to pay for lessor, taxes or other liens on lessor's interest in the above-described lands leased herein in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by lessee for lessor may be deducted from any amounts of money which may become due the lessor under the terms of this lease.
- 18. 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 for 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. If oil or gas is discovered but production is prevented by any of the foregoing, this lease shall be considered producing and shall continue in full force and effect until Lessee is permitted to produce the oil or gas, and as long thereafter as oil or gas actually is produced in paying quantities; provided, however, that Lessee, as an express condition for the extension of the lease without production, shall pay to Lessor the sum of Ten Dollars (\$10.00) per annum for each acre of the leased premises, payment to be made within ninety (90) days from the date that production is prevented and annually upon such payment date until production is resumed.
- 19. The covenants, provisions and benefits hereof shall inure to and bind the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used herein, the singular shall include the plural and the plural the singular.
- Lessee is hereby granted the power and right, at its option and without Lessor's joinder or further consent, at any time while this lease is in force, to combine and pool the acreage covered by this lease or any portion thereof with any other land or lands, within the immediate vicinity of this lease, whether owned by Lessee or some other party so as to create one or more drilling or production units. Each such drilling or production unit shall not exceed the maximum drilling or production unit prescribed by the regulatory body, Federal or State, having jurisdiction in the premises. Lessee shall execute in writing and record an instrument identifying and describing each such unit. In lieu of the royalties elsewhere herein specified, Lessor shall receive, on the production from each such unit created hereunder, only such proportion of the royalties stipulated herein as the amount of Lessor's acreage placed in the unit bears to the total acreage included in the particular unit involved. If operations be conducted on or production be secured from land in any pooled unit other than land covered by this lease, it shall have the same effect as to maintaining Lessor's and Lessee's rights in force hereunder as if operations were on or production from the lands covered hereby, except that this effect shall be limited to the land covered hereby which is included in such pooled unit. The remainder may be maintained in any manner elsewhere provided herein, provided that if maintained by rental payment, the rental shall be reduced by the acres included in such unit.
- 21. The Lessor does warrant by limited warranty covenants and agrees to defend title to the mineral reservation.

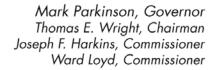
UCL Lessee

# THE UNION CENTRAL LIFE INSURANCE COMPANY OIL AND GAS LEASE

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<b>EXECUTED</b> as of the day and year firs	t above written.
In the presence of:	\116\$P\$\$\$
ATTEST:	THE UNION CENTRAL LIFE INSURANCE COMPANY (Federal Identification No. 31-0472910)
Secretary	By Dan Hausfold (Seal)
WITNESSES:	Manager, Treasury Department
	(Seal)
	(Seal)
· · · · · · · · · · · · · · · · · · ·	(Seal)
CO	RPORATION ACKNOWLEDGMENT
THE STATE OF OHIO ) SS. COUNTY OF HAMILTON )	
day personally appeared Dan Hausfeld known to subscribed to the foregoing instrument and ackno	y Public, Julie C. Zinser in and for said County and State, on this me to be the person and Manager, Treasury Services whose name is wledged to me that the same was the act of the said The Union and that he executed the same as the act of such corporation for the ad in the capacity therein stated.
Given under my hand and seal of office of ARIAL STATES	this 31 <sup>st</sup> day of October 2007.
WATE OF OTHER	Julie C. Zinser  (ulie C. Zinser  Notary Public, State of Ohio
My Commission Expires: March 21, 2009 (L.S.)	

Lessee





September 30, 2010

RICHARD MARLIN Quest Cherokee, LLC Oklahoma Tower 210 Park Ave, Ste 2750 OKLAHOMA CITY, OK 73102

Re: Drilling Pit Application
UNION CENTRAL LIFE 1-28-15-1
NW/4 Sec.01-28S-15E
Wilson County, Kansas

#### Dear RICHARD MARLIN:

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 practical 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) 432-2300 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) 432-2300.