

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

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:
monun day year	
PERATOR: License#	feet from N / S Line of Section
lame:	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?
ame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
	Ground Surface Elevation:feet MS
Oil Enh Rec Infield Mud Rotary	Water well within one-quarter mile:
Gas Storage Pool Ext. Air Rotary	Public water supply well within one mile:
Disposal Wildcat Cable  Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
Outer.	Surface Pipe by Alternate: I
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
Operator:	
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	
Original Completion Date.	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 #:	
CCC DKT #:	
	Will Cores be taken?  If Yes, proposed zone:
AF	Will Cores be taken?  If Yes, proposed zone:  FIDAVIT
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Side Two



For KCC Use ONLY	
API # 15	

# IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

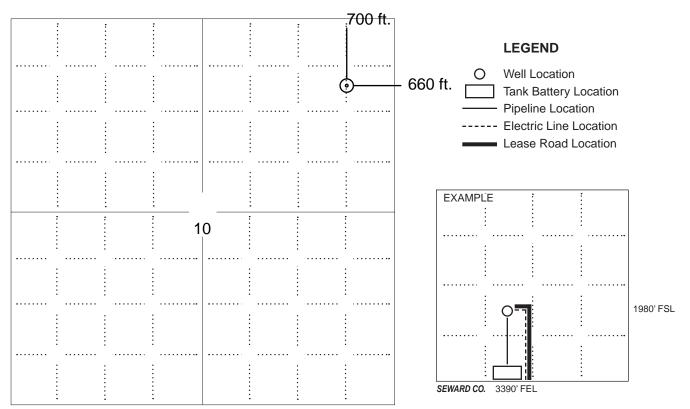
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

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
Number 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

### **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.



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

1044749

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 If the pit is lined give a brief description of the limaterial, thickness and installation procedure.	Artificial Liner?  Yes No  Length (feet)  from ground level to deepest point:  eliner Describe proce		SecTwpRBast WestFeet from North / South Line of SectionFeet from East / West Line of SectionCounty  Chloride concentration: mg/l(For Emergency Pits and Settling Pits only)  How is the pit lined if a plastic liner is not used? Width (feet) N/A: Steel Pits	
Distance to nearest water well within one-mile of	of pit:		west fresh water feet.	
fact Denth of water well fact		Source of information measured	mation:	
feet Depth of water wellfeet  Emergency, Settling and Burn Pits ONLY:		Drilling, Work	over and Haul-Off Pits ONLY:	
Producing Formation:		Type of materia	ıl utilized in drilling/workover:	
Number of producing wells on lease:			king pits to be utilized:	
Barrels of fluid produced daily:		Abandonment	procedure:	
Does the slope from the tank battery allow all specified into the pit? Yes No	pilled fluids to	Drill pits must b	e closed within 365 days of spud date.	
Submitted Electronically				
KCC OFFICE USE ONLY  Liner Steel Pit RFAC RFAS				
Date Received: Permit Numl	per:	Permi	t Date: Lease Inspection: Yes No	



# Kansas Corporation Commission Oil & Gas Conservation Division

1044749

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 (CB-1)	Cathodic Protection Borehole Intent)		
OPERATOR: License #	Well Location:		
Name:	SecTwpS. R		
Address 1:	County:		
Address 2:	Lease Name: Well #:		
City: State: Zip:+	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: State: Zip:+			
the KCC with a plat showing the predicted locations of lease roads, tank are preliminary non-binding estimates. The locations may be entered or	dic Protection Borehole Intent), you must supply the surface owners and k batteries, pipelines, and electrical lines. The locations shown on the plat n the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.		
owner(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 I form; and 3) my operator name, address, phone number, fax, a  I have not provided this information to the surface owner(s). I a KCC will be required to send this information to the surface owner.	Act (House Bill 2032), I have provided the following to the surface ocated: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form being filed is a Form C-1 or Form CB-1, the plat(s) required by this and email address.  Acknowledge that, because I have not provided this information, the wher(s). To mitigate the additional cost of the KCC performing this I 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-	fee with this form. If the fee is not received with this form, the KSONA-1 will be returned.		
Submitted Electronically			

(Prod. Pooling)(Kansas, Oklahoma)(640 Shut-In)(Paid-Up)

# OIL AND GAS LEASE

Company, a Partnership, P. O. Box 1000, Ashland, KS 67950, party of the first part, hereinafter called Lessee. (whether one or more), and Wint Harris, P. O. Box 489, Elkhart, KS 67950, party of the second part, hereinafter called Lessee.

with with that the said Lessor, for and in consideration of Ten Dollars, cash in hand paid, and other good and valuable consideration 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 exclusively grant, demise, lease and let unto the said Lessee, for the sole and only purpose of exploring by geophysical and other methods, and all other constituents), and for laying pipelines, 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 Clark, State of Kansas, described as follows, to-wit:

The Northeast Quarter (NE/4) of Section 10, Township 31 South, Range 22 West. Containing 160.00 acres more or less.

- 1. It is agreed that this lease shall remain in force for a term of Three (3) years from date (herein called primary term) and so long thereafter as oil or gas, or either of them, is produced from said land or lands pooled therewith
- 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 it may connect its wells, a 1/8th part of all oil (including but not limited to condensate and distillate) produced and saved from the leased premises.

  B. The Lessee shall pay to the Lessor as royalty, one-eighth (1/8th) of the proceeds received by the Lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and for all other gases, including their constituent parts, produced from the land herein leased. During any period (whether before or after other gases, including their constituent parts, produced from the land herein leased. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the later of ninety (90) days following the date of shut in or the anniversary date of this lease during the period such well is shut in the the Lessor. When such payment or tender is made it will be considered that gas is being produced within the meaning of
- therewith but Lessee is conducting operations for drilling, completing or reworking a well, this lease nevertheless shall continue as long as such operations are prosecuted or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than one hundred eighty (180) days, and if production is discovered, this lease shall continue as long thereafter as oil or gas are produced. In addition, if at any time or times after the primary term, there is a total continue as long thereafter as oil or gas are produced. In addition, if at any time or times after the primary term, there is a total commences or resumes any drilling or reworking operations or production within one hundred eighty (180) days after such leased premises or when the first work other than surveying or staking the location is done thereon which is necessary for such operations.
- 4. Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 40 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall permit or prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so permitted or prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the permitted or prescribed or as may be used any such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located unless the pooling or unitization results from governmental order or rule, in which case no such written designation shall be required. Operations upon and production from the unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be treated for all purposes as if it were covered by and included in this lease except that the production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of his acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the stipulated herein as the amount of his acreage or the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.
  - 5. 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 shall be paid to the Lessor only in the proportion which his interest bears to the whole and undivided fee.
- 6. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate

owners in the portion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.

- water from wells of Lessor Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operations thereon, except
- to draw and remove casing. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right
- 9. 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. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment to the assigned portion or portions arising subsequent to the date of assignment. or a true copy thereof. In case Lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect
- 10. If at any time within the primary term of this lease or any continuation thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease (top lease) covering all or part of the aforedescribed lands, Lessee shall have the continuing option by meeting any such offer to acquire such top lease. Any offer must be in writing and must set forth the gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any top lease granted by Lessor in violation of this provision shall be null and void. Nothing in this paragraph shall interfere with Lessee's rights during proposed Lessee's name, bonus consideration and royalty consideration to be paid for such lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the top lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and the term of this lease
- 11. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation, or operation of
- 12. This lease shall be effective as to each Lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the Lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.
- delivering or mailing a release thereof to lessor, or by placing a release of record in the proper County. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by
- described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof claims thereto, and all expenses incurred by Lessee in defending such claims, including reasonable attorney fees, 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 Lessor hereby warrants and agrees to defend the title to the lands herein described and to indemnify Lessee of all adverse
- unless and until lessor has provided lessee notice of such default and gives Lessee sixty (60) days in which to cure such default. The Lessee's failure to comply with any covenant or obligation of this lease shall not result in the forfeiture of the lease

IN TESTIMONY WHEREOF, we sign this the 12 day of 970	
, 2004	
	7 14 14 15

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

Giles Ranch Company

Morman Lee Giles, Managing Partner)

# ACKNOWLEDGEMENT

STATE OF KANSAS	
COUNTY OF CLARK	
Before me the unde	Before me the undersioned a Notary Public, within and for said County and State on this the 22 nd

Before me, the undersigned, a Notary Public, within and for said County and State on this the Analysis of Moulember, 2004, personally appeared Norman Lee Giles, Managing Partner for the Giles Ranch Company, a Partnership, personally known to be the identical person(S) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Gason Comes	Notary Public	2
	AARON CROMER	My Commission Expires 5/25/05
5/25/05	My Commission Expires:	

# EXHIBIT "A"

hereinafter referred to as Lessee. Notwithstanding the provisions contained in the attached lease to Attached to and made a part of that certain oil and gas lease dated the 19th day of November, 2004, by and between, Giles Ranch Company, a Partnership, P. O. Box 1000, Ashland, KS 67831, hereinafter referred to as Lessors and Wint Harris, P. O. Box 489, Elkhart, KS 67950, the following conditions, amendments, modifications, terms, reservations shall apply. contrary,

- The Lessor reserves the right to designate all routes of ingress and egress and must be and other equipment and machinery necessary for production prior to its construction and installation, so as to minimize interference with the surface farming operations. Lessor's consulted by Lessee as to the location of all roads, pipelines, tank batteries, power lines, Lessee shall give 3 days prior notification of any operations on the leased premises. designation of routes of ingress and egress shall not be unreasonably withheld.
- All pipelines constructed under the terms of this lease in addition to being buried below plow depth shall also be maintained below this depth in such a manner so as not to interfere with farming, terracing, irrigation and cultivation practices of Lessor.  $\alpha$
- the excavation of slush pits, the same shall be properly fenced against livestock by the Lessee and shall remain fenced until site is restored to its original condition and contour. Lessee further agrees to clean up the premises and to restore the surface of the land to its damages be temporary or permanent, and shall specifically include but are not limited to growing crops, native grass, livestock, fences, water wells and other structures or improvements located on the leased premises. Upon the establishment of a drilling site and essee and its agents shall pay for all damages caused by its operations, whether such original condition and contour upon the completion of its drilling operations. ci.
- Lessors herein shall and must be notified 3 days prior to entrance on to the leased premises. At the time of notification, the seismograph company shall establish all directions and routes to be followed during the seismograph procedure. Failure to perform said consultation will result in the immediate cessation of all seismic activities until said No seismograph or similar exploratory operations shall be conducted upon the leased premises without prior consultation with Lessor and without compensation for same. ingress and egress is established in writing with the Lessors. 4
- No well drilled upon the leased premises shall be used for disposal of salt water and other wastes without the written consent of Lessor and without compensating Lessor for its use, except for water production on the leased premises or on lands unitized herewith. Ś
- Lessee shall indemnify, save and hold Lessor harmless from all claims, demands and causes of actions stemming from activity undertaken by Lessee or Lessee's assignees, their employees, agents, contractors and subcontractors during operations conducted on the leased premises. 9
- No well shall be drilled closer than 500 feet to any barn or house on the leased premises without first having secured the written permission of the Lessors herein. .
- Any lands having a live spring or fresh water outlet shall have surface casing set to a depth sufficient to protect said fresh water formation. Lessee agrees to remove any trash or debris from the drill site immediately, either upon notification by Lessors or upon visual sighting by any of Lessee's agents, employees or personnel. œ

SIGNED FOR IDENTIFICATION:

(Norman Lee Giles, Managing Partner of Giles Ranch Company)

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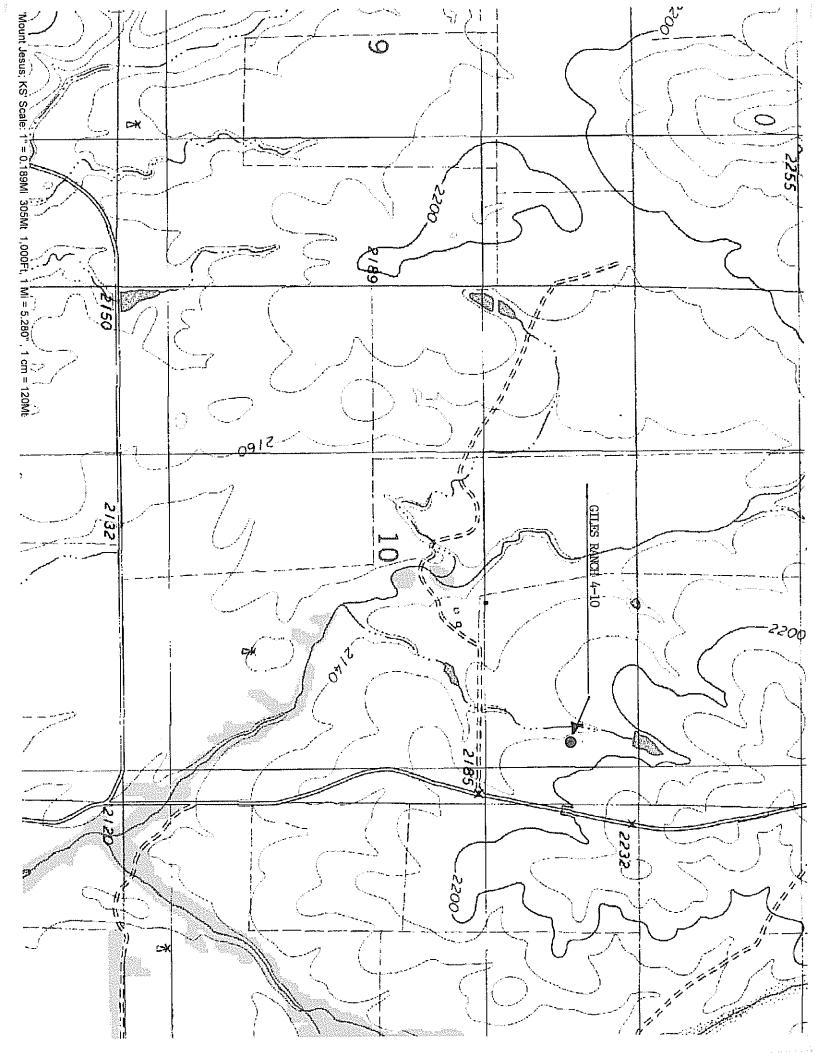
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# BOX 8604 - PRATT, KS 67124 (620) 672-6491

902103 INVOICE NO.

FALCON EXPLORATION INC.	4-10 NO.	Giles Ranch FARM
Clark         10         31s         22w           COUNTY         5         T         R	700' FNL &	660' FEL
FALCON EXPLORATION INC 125 N Market St. Ste 1252 Wichita KS 67202		LOCATION: _21791 gr
AUTHORIZED BY: Jason		EXISTING T/B
	E: 1" = 1000'	700' LEASE LEADLINE/GAS/ELECTRICAL ROAD
Staked 09/02/2010		







September 24, 2010

MICHEAL S MITCHELL Falcon Exploration, Inc. 125 N MARKET STE 1252 WICHITA, KS 67202-1719

Re: Drilling Pit Application GILES RANCH 4-10 NE/4 Sec.10-31S-22W Clark County, Kansas

## Dear MICHEAL S MITCHELL:

District staff has inspected the above referenced location and has determined that an unsealed condition will present a pollution threat to water resources.

District staff has recommended that the reserve pit be lined with bentonite or native clay, 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 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.