





1044784

**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/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

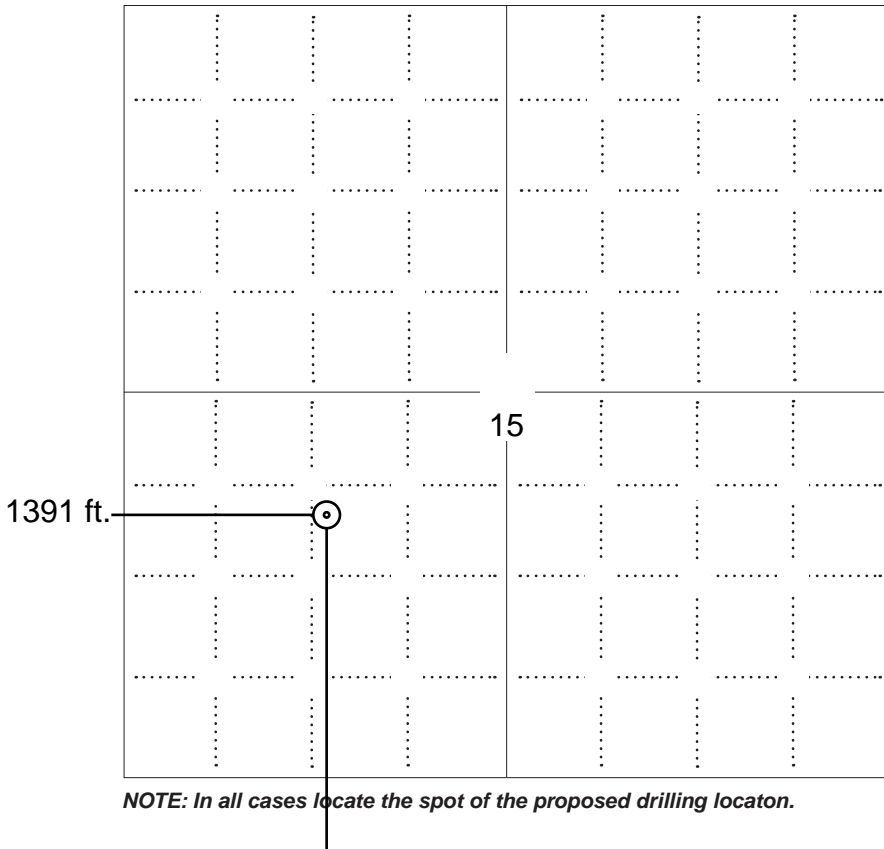
Is Section:  Regular or  Irregular

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

Section corner used:  NE  NW  SE  SW

**PLAT**

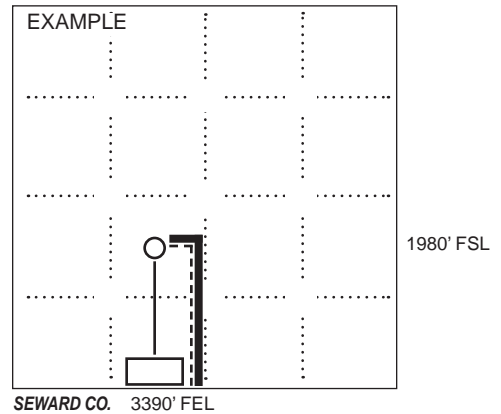
Show location of the well. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032). You may attach a separate plat if desired.



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

**LEGEND**

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



**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 1044784  
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	
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	
<b>Emergency, Settling and Burn Pits ONLY:</b> 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		<b>Drilling, Workover and Haul-Off Pits ONLY:</b> 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><b>Submitted Electronically</b></p>			

<b>KCC OFFICE USE ONLY</b>			
		<input type="checkbox"/> Liner <input type="checkbox"/> Steel Pit <input type="checkbox"/> RFAC <input type="checkbox"/> RFAS	
Date Received: _____		Permit Number: _____	
		Permit Date: _____    Lease Inspection: <input type="checkbox"/> Yes <input type="checkbox"/> 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



EXHIBIT "A"

Exhibit "A" attached to and made a part of that certain oil and gas lease dated the 11th day of June, 2008, by and between Vance T. Nye, Lena J. Nye, Samuel J. Stucky, and Amy M. Stucky (collectively the "Lessors"), and Trans Pacific Oil Corporation (the "Lessee"), covering all of Lessor's interest in Section 15, Township 22 South, Range 22 West, Hodgeman County, Kansas.

1. If any discrepancy exists between the terms and provisions of this Exhibit "A" and the terms and provisions of the Lease that this Exhibit "A" is attached to, then the terms and provisions of this Exhibit "A" shall control.
2. This lease is subject to any prior oil and gas leases of record, spacing orders, forced pooling to the extent, and only to the extent, that said prior oil and gas leases, spacing orders, or forced pooling may still be in force and effect.
3. Lessee agrees that after plugging any well drilled on this tract, Lessee will, as nearly as possible, restore the surface to the original contour, including the removal of any stabilizing materials placed on the roadways and leveling the roadway. Lessee further agrees that after drilling operations have been completed, Lessee will fill and level the pits within a reasonable time after such pits have dried and cured. Prior to filling any pit containing a plastic liner, the liner will be removed or destroyed to such an extent that it will not interfere with cultivation or the free penetration of water.
4. No well shall be used as a salt water disposal well, without the written consent of Lessor.
5. Lessee shall have six (6) months after the termination of the lease to remove all of Lessee's property, including casing. If, within six (6) months after the termination of the lease, Lessee has not removed its property, it shall be presumed that Lessee has abandoned his property upon notice from the Lessee to the Lessor.
6. If Lessee crosses any terrace, Lessee shall restore such terrace to its original condition and during the continuation of the lease, will repair any break in the terrace where it was crossed, and culverts, if any, shall be adequate in size.
7. Lessee shall not use water from any pond on the property or from Lessor's well or from wells drilled on the premises by Lessee without agreement with Lessor and payment to Lessor for such water.
8. Any pipelines required for drilling operations and carrying production from the leased premises shall be used solely for that purpose and not to common carrier lines. Lessee further agrees to bury and maintain all pipelines at least 36 inches below the surface. Settlement of and compensation to the Lessor for the right to lay pipelines and all damages to the surface caused by the laying of any such pipelines shall not be part of this Lease and the consideration

paid hereunder but shall be part of any surface damage settlement related to any actual drilling site located on the subject property..

9. All slush pits shall be fenced.
10. Settlement of and compensation to the Lessor for surface damages for any and all locations to be used by Lessee shall not be part of this Lease and the consideration paid hereunder.
11. This Lease shall terminate at the expiration of the primary term insofar as concerns all rights below the stratigraphic equivalent of the base of the deepest formation penetrated by any well or wells drilled on the lands covered hereby or on lands with which said lands or portion thereof have been pooled or unitized; provided if the Lessee, its successors or assigns, at the expiration of the primary term, shall be engaged in operations for drilling, deepening, sidetracking, building location, or reworking a well or wells on the leased premises or on land with which said land or a portion thereof has been pooled or unitized, then this Lease shall continue in effect as to all formations until such operations have been completed and total depth has been established.

12. If a well is completed and shut in for whatever reason, said shut in period shall not exceed thirty-six (36) months beyond the Primary Term of this lease.

13. Any acreage not in a producing production pool or unit is released within two (2) years of the expiration of the Primary Term of this lease.

14. Upon drilling operations or mining operations being commenced, such operations shall be prosecuted with reasonable diligence, without unnecessary interruption and in good faith. Lessee shall be deemed to be proceeding in good faith if there is a signed drilling contract requiring drilling operations to commence within sixty (60) days after the Primary Term with a drilling rig capable of reaching projected depth. Lessor shall be furnished a copy of the contract if actual drilling operations are not commenced within the Primary Term.

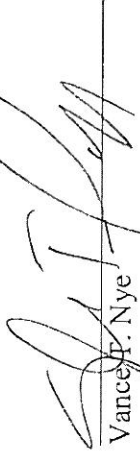
15. Any access roads constructed on the premises by Lessee shall be at and along a route consented to by Lessor. It is understood by both parties that the route of such road(s) may not be the most direct route to the well site from the perimeter of the premises; and that Lessor will not be unreasonable, with respect to the required consent, for the route of such road(s).

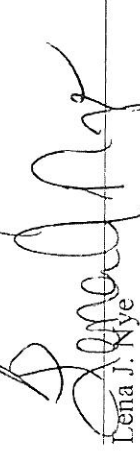
16. Lessee agrees that if drilling operations are conducted on the land covered hereby and excavations and pits are constructed, the "top soil" (approximately two feet) will be pushed to the side whereby after the drilling operations are completed or abandoned, the "top soil" will be replaced so as to restore said land to the original state, or as near as possible thereto. With respect to any slush pits constructed on the premises in connection with drilling operations prior to filling same, such slush pit(s) will be stripped, or the "mud" and other deposits caused by drilling operations will be reasonably removed prior to the filling of such slush pit(s).

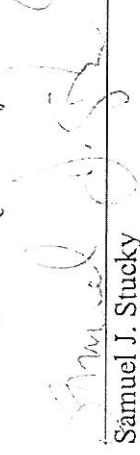
17. If Lessee violates any of the provisions of this lease and it is necessary for Lessor to institute any legal action for the purpose of causing Lessee to comply with the provisions hereof, Lessor shall be entitled to recover reasonable attorney fees and all costs.
18. To the extent that royalty payments are disbursed by the Lessee, all royalty payments due Lessor under the provisions hereof shall be paid in full or caused to be paid in full, by Lessee on a monthly basis, with such payment to, in no event, be made more than ninety (90) days after the last day of the month during which production occurred. Any payment of royalty after said period shall bear interest at twelve (12%) per annum.
19. Lessor's royalty shall be free and clear and shall not bear any part of any costs or expenses of production, separation, dehydration, dehydroation, compression, processing, treatment, storage, transportation, or marketing of the oil or gas produced from the leased premises or lands pooled therewith and shall be free and clear and shall not bear any part of any severance taxes and/or gross production taxes.

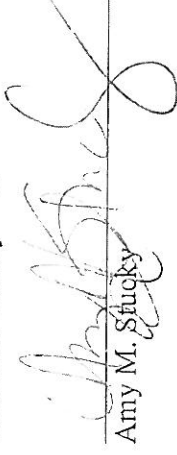
These provisions are intended as an integral part of the Lease and, by acceptance of the Lease, Lessee accepts and agrees to these provisions.

SIGNED FOR IDENTIFICATION:

  
Vance J. Nye

  
Lena J. Nye

  
Samuel J. Stucky

  
Amy M. Stucky



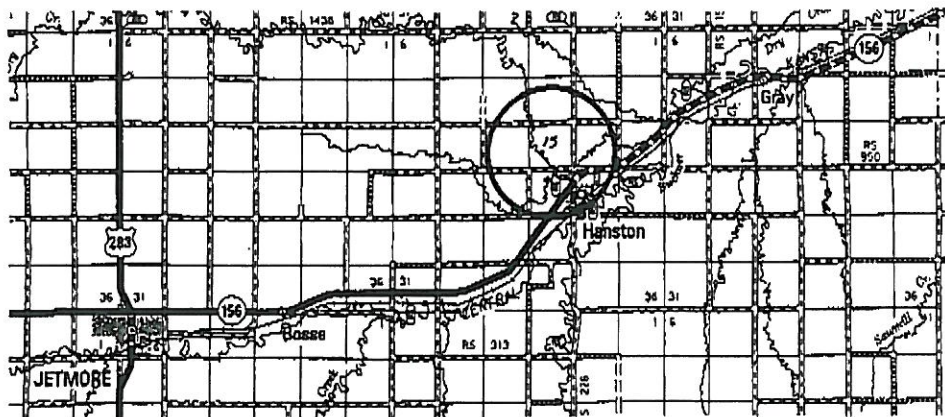
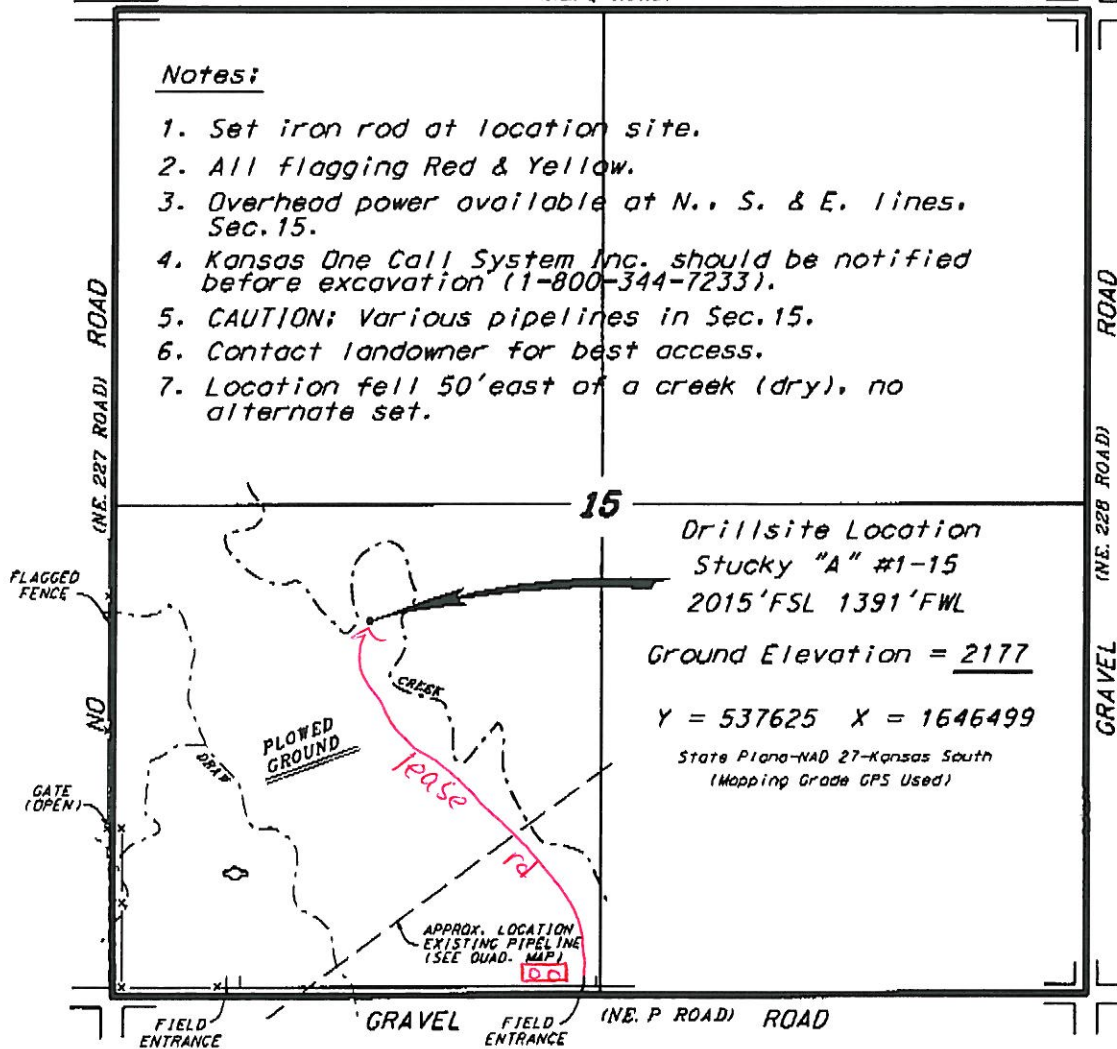
TRANS PACIFIC OIL CORPORATION  
STUCKY LEASE  
SW.1/4, SECTION 15, T22S, R22W  
HODGEMAN COUNTY, KANSAS

GRAVEL (INE. Q ROAD) ROAD

Notes:

1. Set iron rod at location site.
2. All flagging Red & Yellow.
3. Overhead power available at N., S. & E. lines, Sec. 15.
4. Kansas One Call System Inc. should be notified before excavation (1-800-344-7233).
5. CAUTION: Various pipelines in Sec. 15.
6. Contact landowner for best access.
7. Location fell 50' east of a creek (dry), no alternate set.

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



\* 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, when established the precise section lines were not necessarily located, and the exact location of the drillsite location in the section is not guaranteed. Therefore, the operator assuming this service and accepting this plat and all other parties relying thereon agree to hold Central Kansas Drilling Services, Inc., its officers and employees harmless from all (losses, costs and expenses and said entities released from any liability from incidental or consequential damages.

\* Elevations derived from National Geodetic Vertical Datum.

Date September 23, 2010



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

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September 28, 2010

GLENNA LOWE  
Trans Pacific Oil Corporation  
100 S MAIN STE 200  
WICHITA, KS 67202-3735

Re: Drilling Pit Application  
STUCKY 1-15  
SW/4 Sec.15-22S-22W  
Hodgeman County, Kansas

Dear GLENNA LOWE:

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 within 96 hours of completion of drilling operations. 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 (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.