For KCC Use:

Eff	e	ct	iv	е	Date
-					

District	±	
DISTINCT	TT .	

SGA?	Yes	No

Form

## 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

1044835

# NOTICE OF INTENT TO DRILL

Must be approved by KCC five (5) days prior to commencing well

KSONA-1,	Certification of	Compliance with	the Kansas	Surface Owner	Notification Ac	ct, MUST b	e submitted with	ı this form
----------	------------------	-----------------	------------	---------------	-----------------	------------	------------------	-------------

Expected Spud Date:	Spot Description:
month day year	
OPERATOR: License#	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 reverse side)
City: State: Zip: +	County:
Contact Person:	Lease Name: Well #:
Phone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
Name:	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:
Original Completion Date: Original Total Depth:	Formation at Total Depth:
Directional, Deviated or Horizontal wellbore? Yes No If Yes, true vertical depth:	Water Source for Drilling Operations: Well Farm Pond Other: 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 Electronically

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:	

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

#### 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



For KCC Use ONLY

API # 15 - \_\_\_\_

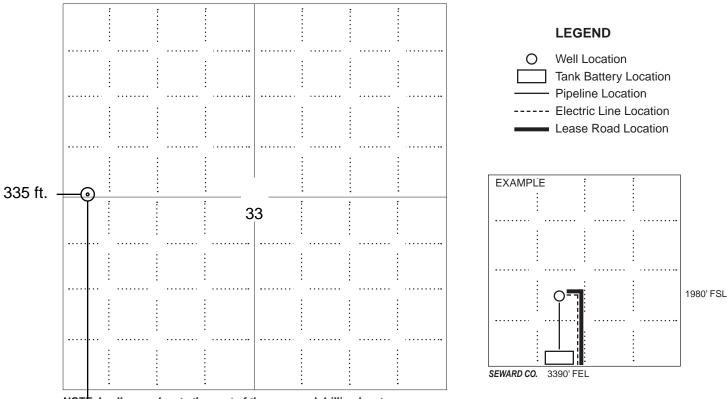
## IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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.



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

## 2672 ft.

## 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.

Side Two



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

Form CDP-1 Form must be Typed

May 2010

# **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:

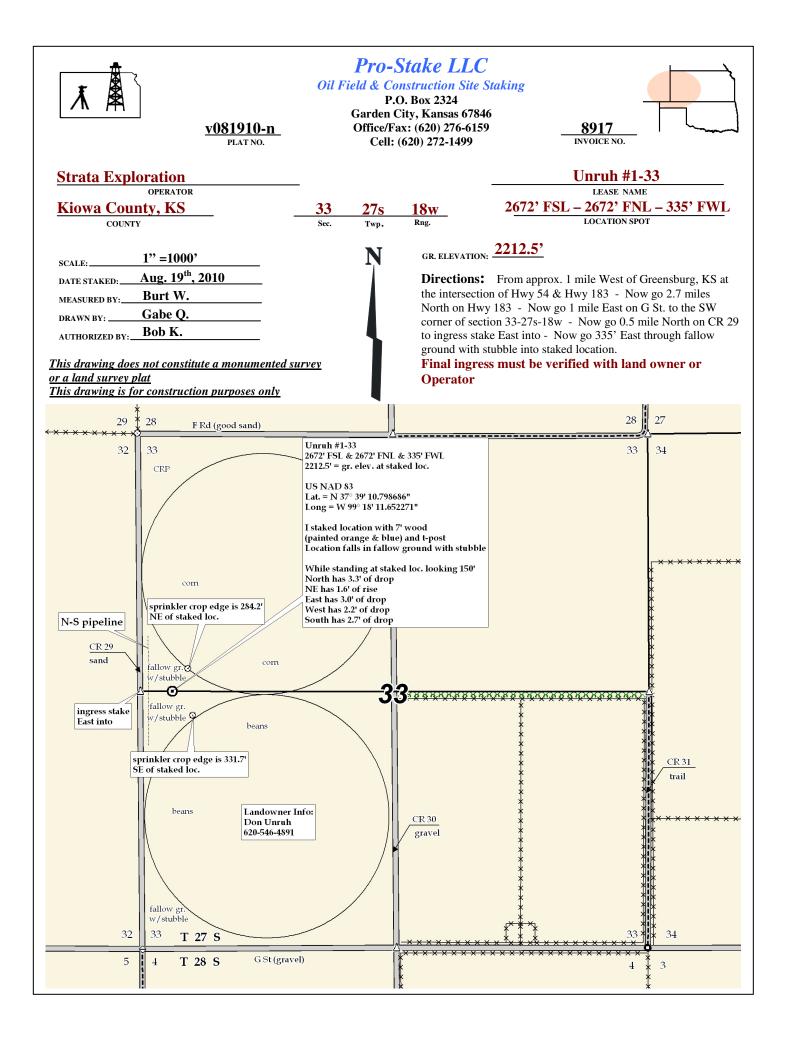
- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this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

I

I



## OIL AND GAS LEASE

THIS AGREEMENT, Entered into this <u>27th</u> day of <u>March</u>	, 2008 between
THIS AGREEMENT, Entered into this day of day of         Donald       Unruh and Ilene Faye Unruh, husband and wife, Route 1 Box 112B, Greensburg, KS 67054	hereinafter called
lessor, and,	6

Strata Exploration Inc. P.O. Box 401, 201 NE 7<sup>th</sup> St., Fairfield, Illinois 62837 , hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars (\$10.00) in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, with any reversionary rights therein, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, and other fluids and substances into the subsurface strata, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, electrical lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and the injection of water, brine, and other substances into the substances into the substances strata, said tract of land being situated in the County of **Kiowa**, State of **Kansas**, and described as follows:

Township 27 South, Range 18 West Section 33: W/2

Section 34: N/2 of the NE/4

containing <u>400</u> acres, more or less.

2. This lease shall remain in force for a term of <u>two (2)</u> years (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to the lessor, as a royalty, one-eighth  $(1/8^{th})$  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 all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to one dollar per net mineral acre, and while shut in said royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.

5. This lease is a paid-up lease and may be maintained during primary term without further payments or drilling operations.

6. In the event 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 to said lessor only in the proportion which his interest bears to the whole and undivided fee; however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.

7. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of the lease to remove all machinery fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

8. 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 the heirs, devisees, executors, administrations, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator of the estate of any deceased owner, whichever is appropriate together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of lessor.

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

10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage tax or other lien, any royalty accruing hereunder.

20-212.911. If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within one hundred-twenty (120) days thereafter, or if as the expiration of the primary term, oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced with no cessation of more than one hundred-twenty(120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provision of this lease.

12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.

14. Lessee, at its option, is hereby given the given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases when, in lessee'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 such minerals in and under said land, such pooling to be in a unit or units not exceeding 80 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas and/or condensate or distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.

15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

## SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

IN WITNESS WHEREOF, we sign the day and year first above written.

ed D. Umk Donald B. Unruh

Hene Faye Unruh

STATE OF 1 KANSAS ) COUNTY OF KIOWA )

ACKNOWLEDGEMENT FOR INDIVIDUAL

		Gal
	•	D.U.
This instrument was acknowledged to me on this <u>3A0</u> day of	APRIL, 2008, by	Donald B. Unruh and Ilene Faye Unruh,
husband and wife.		

5-14 -09 My commission expires\_

Notary Public

Á	THOMAS V. CORNS
	NOTARY PUBLIC
Lour I I III and	STATE OF KANSAS
MY APPT.	EXPIRES

20-2129

# Exhibit "A"

Attached to and made a part of that certain oil and gas lease dated the <u>27th</u> day of <u>March</u>, 2008, by and between <u>Donald B. Unruh and Ilene Faye Unruh, husband and wife</u>, Lessors, and <u>Strata</u> <u>Exploration, Inc.</u> Lessee. Exhibit "A" shall control and supersede the terms of the attached oil and gas lease when such terms conflict.

- Where gas from a well or wells capable of producing gas only not sold for a period of One

   year from the end of the primary term and the well is "shut-in", Lessee shall pay
   Lessor a shut-in royalty of \$7.00 per net mineral acre per year. Payment of shut-in royalty
   will not extend the lease for more than two (2) years from the date the well is shut-in.
- 2. The installation of a salt water disposal well or disposal of salt water on the premises is not permitted under any circumstances without the written consent of Lessor.
- 3. Lessee shall pay Lessor for any and all damages caused by Lessee's oil and gas exploration, operations, production or development, including but not limited to damage to improvements, livestock, personal property, land, soil, grass and crops. Lessee shall pay Lessor at least \$2,500.00 for each drill site location on the leased premises. Lessor may require prepayment of this amount prior to commencement of any drilling operations.
- 4. Lessee shall, upon the completion of any "dry-hole" test drilling operations, or upon the abandonment of any producing well, restore the surface of the land, including topsoil, to its original condition as nearly as possible and remove all equipment, fixtures, structures, and hard surface areas within six (6) months.
- 5. Lessee shall consult with Lessor regarding the route of ingress and egress on or through the leased premises relative to exploration, drilling, production and other lease operations prior to engaging in such operations.
- 6. Lessor reserves the right to pre-approve the location of all access roads, tank batteries and pipelines of any type prior to installation. Such approval shall not be unreasonably withheld.
- 7. In the event of production and continued use of the surface, Lessee or its assigns will maintain, restore and repair the land area affected by the lease operations.
- 8. Lessor's royalty shall be paid based upon the same price and the actual monies received by Lessee from the purchaser(s) of oil and/or gas sold under the terms of this lease, without deduction of any charge made directly by Lessee or any of its affiliates (but subject to offlease charges by unaffiliated third parties) for production, separation, gathering, dehydration, compression, transportation, trucking, processing, treatment, storage or marketing of the oil or gas produced.
- 9. Use of water pursuant to this lease is limited to use for drilling operations only on the real estate described in the lease.
- 10. Lessee shall bury its pipelines to a depth of not less than forty-two (42) inches below the surface to the top of the pipe.
- 11. Lessee shall install and maintain (at Lessee's expense) fencing around Lessee's oil or gas well sites and tank battery sites to protect any livestock from any injury by equipment or by ingestion of oil, salt water or other liquids. Lessee shall install and maintain cattle guards in fence lines of any permanent fencing and shall keep any gates of temporary or permanent fencing closed when livestock are kept on the premises. Lessee shall be liable for any damages sustained by Lessor or tenants for violation of this covenant.
- 12. Lessee's obligations and liabilities under this lease and addendum include, cover and extend to the acts and omissions of Lessee's employees, agents, partners, principals, operators, contractors, invitees, successors and assigns.
- 13. It is understood that the land covered by this lease is currently irrigated by the use of a pivotal irrigation system, and Lessee shall only drill in the corners of the leased premises. Lessee may only be permitted to drill in the path of the pivotal irrigation system with written permission of the Lessor.
- 14. In the event Lessee drills in the path of the pivotal irrigation system, it is agreed that Lessee shall cause as little interference with farming operations on the premises as possible. Any production equipment, including but not limited to pump jacks, hydraulic lifting equipment or other equipment used to produce any oil or gas well shall be of low-profile type, recessed to such a depth as to permit the use of overhead irrigation sprinkler systems with reasonable clearance without ramps or burms. No ramps or burms will be constructed, allowed or used to accommodate the irrigation sprinkler system. Lessee shall be liable for damage caused by oil and gas operations conducted under the terms of this lease.

- 15. Lessee shall not disrupt, interfere with or shut down irrigation operations on the leased premises, except a temporary shut down in case of emergency to prevent imminent damage to the irrigation system. Exploration, drilling and production operations on the leased premises shall be pre-arranged and coordinated with Lessor (or his tenant) and timed so as not to interfere with irrigation of the premises.
- 16. At any time prior to expiration of the primary term of this lease, Lessee shall have the option to extend the primary term for an additional One (1) year period by paying Lessor the sum of <u>\$7.00</u> per net mineral acre before the end of the original primary term. If Lessee exercises such option, the primary term shall continue until <u>March 27, 2011</u>
- 17. The provisions of the lease, including this addendum, shall be binding upon the successors and assigns of the parties hereto.

LESSORS:

Donald **B** Unruh <u>Hone Faye</u> Unruh Ilene Faye Unruh LESSEE:

Strata Exploration, Inc.

John R. Kinney By\_\_\_

John R. Kinney President



STATE OF KANSAS KIOWA COUNTY SS This instrument was filed for record this <u>9</u>-day of <u>MAY, 2008</u> at <u>11=00</u>o'clock <u>A</u>M. and recorded in Book20 Page2129 Fees 20.00 <u>Manufup Brown</u> Register of Deeds <u>MARILYAI BROWN</u> Deputy

#### State of Kanese, Kiowa Count ngister of Deede Marilyn Bro Marilun Brown Book: MISA2 Page: 2563 Pages Recorded: 4 ecording Fee: \$20.00 Date Recorded: 9/17/2010 11:00:00 AM

## **AFFIDAVIT OF EXTENSION OF OIL AND GAS LEASE(S)**

Seal

DUNT

STATE OF Kansas ) SS. COUNTY OF Kiowa

Judith I. Schoenberger, Deputy

Sheila D. Kinney , of lawful age, being first duly sworn upon oath, deposes

and states:

1. That this affidavit is made in connection with the oil and gas lease(s) described on Exhibit "A" attached hereto and made a part hereof, and all of the lands covered thereby.

2. That said lease(s) contain an option to extend the primary term(s) thereof for an additional period as fully set out in each lease by tendering to the Lessor named in each respective lease a sum of money in a manner specified in each respective lease.

3. That the monies required to be paid for such extension by the terms of each such lease listed on Exhibit "A" hereto have been timely tendered in full and in accord with the terms of said lease(s), and that the primary terms of all of said leases have been extended as set out in the option terms of said leases, and that each of said leases is in full force and effect.

Further affiant saith not.

Typed name: Sheila D. Kinney

OF BGBS of Field and sworn this <u>9</u><sup>th</sup> day of <u>Septem ber</u> 2010. **RA FEATHER PUBLIC - STATE OF ILLINOIS** ISSION EXPIRES 12/30/10

Notary Public

Typed name: Barbara Feather

My Commission Expires: 12-30-10

STATE OF Illinois ) SS. COUNTY OF Wayne

The foregoing instrument was acknowledged before me on the 9th day of September, 2010, by Sheila D. Kinney

barn Feather

My commission expires: 12-30-10



Notary Public Typed name: Barbara Feather

Lessors: Marilyn A. Sampson Lessee: Strata Exploration, Inc. Dated: March 31, 2008 Recorded: Book 20, Page 2149, May 9, 2008 Description: Township 28 South, Range 18 West Section 4: NW/4 Kiowa County, KS

Lessors: Donald D. Unruh and Ilene Faye Unruh, husband and wife Lessee: Strata Exploration, Inc. Dated: March 27, 2008 Recorded: Book 20, Page 2129, May 9, 2008 Description: <u>Township 27 South, Range 18 West</u> Section 33: W/2 Section 34: N/2 of the NE/4 Kiowa County, KS

Lessors: Jerry R. Robertson, Trustee under The Jerry R. Robertson Trust, dated December 21, 2000 Lessee: Strata Exploration, Inc. Dated: March 10, 2008 Recorded: Book 20, Page 2495, June 11, 2009 Description: <u>Township 27 South, Range 18 West</u> Section 34: S/2 S/2

> Township 28 South, Range 18 West Section 3: N/2 NE/4

All in Kiowa County, KS

Lessors: Jerry R. Robertson, Trustee under The Jerry R. Robertson Trust, dated December 21, 2000 Lessee: Strata Exploration, Inc. Dated: April 15, 2008 Recorded: Book 20, Page 2494, June 11, 2009 Description: Township 27 South, Range 18 West Section 33: NE/4 Kiowa County, KS

 Lessors: Jerry R. Robertson and Margaret B. Robertson, husband and wife, and Dora F. Robertson, a single woman
 Lessee: Strata Exploration, Inc.
 Dated: March 10, 2008
 Recorded: Book 20, Page 2132, May 9, 2008
 Description: Township 27 South, Range 18 West Section 34: S/2 S/2

> Township 28 South, Range 18 West Section 3: N/2 NE/4

All in Kiowa County, KS

Lessors: Jerry R. Robertson and Margaret B. Robertson, husband and wife, and Dora F. Robertson, a single woman Lessee: Strata Exploration, Inc. Dated: April 15, 2008 Recorded: Book 20, Page 2138, May 9, 2008 Description: Township 27 South, Range 18 West Section 33: NE/4 Kiowa County, KS

Lessors: Kenneth Laurel Banta and Peggy Ann Banta, Trustees of the Banta Family Revocable Living Trust, dated

## Book: MISA2 Page: 2563

Lessors: Kenneth Laurel Banta and Peggy Ann Banta, Trustees of the Banta Family Revocable Living Trust, dated October 6, 1998

Lessee: Strata Exploration, Inc.

Dated: March 10, 2008

Recorded: Book 20, Page 2501, June 22, 2009

Description: Township 27 South, Range 18 West

Section 34: S/2 S/2

Township 28 South, Range 18 West Section 3: N/2 NE/4

All in Kiowa County, KS

Lessors: Jeffrey L. Robertson Lessee: Strata Exploration, Inc. Dated: March 10, 2008 Recorded: Book 20, Page 2133, May 9, 2008 Description: <u>Township 27 South, Range 18 West</u> Section 34: S/2 S/2

> Township 28 South, Range 18 West Section 3: N/2 NE/4

All in Kiowa County, KS

Lessors: Jeffrey L. Robertson

Lessee: Strata Exploration, Inc.

Dated: April 15, 2008

Recorded: Book 20, Page 2136, May 9, 2008 Description: <u>Township 27 South, Range 18 West</u> Section 33: NE/4 Kiowa County, KS

Lessors: Charles E. Robertson and Mary Robertson, husband and wife Lessee: Strata Exploration, Inc. Dated: March 10, 2008 Recorded: Book 20, Page 2168, June 6, 2008 Description: Township 27 South, Range 18 West Section 34: S/2 S/2

> Township 28 South, Range 18 West Section 3: N/2 NE/4

All in Kiowa County, KS

Lessors: Charles E. Robertson and Mary Robertson, husband and wife Lessee: Strata Exploration, Inc. Dated: April 15, 2008 Recorded: Book 20, Page 2137, May 9, 2008 Description: <u>Township 27 South, Range 18 West</u> Section 33: NE/4 Kiowa County, KS

Lessors: Dayle A. Heft and Sherrell K. Heft, husband and wife Lessee: Strata Exploration, Inc. Dated: May 16, 2008 Recorded: Book 20, Page 2161, May 27, 2008 Description: <u>Township 27 South, Range 18 West</u> Section 32: S/2 SW/4 & S/2 N/2 SW/4 (also described as the south 120 acres of the southwest quarter) Kiowa County, KS Lessors: David G. White and Kathleen White, husband and wife Lessee: Strata Exploration, Inc. Dated: May 15, 2008 Recorded: Book 20, Page 2167, June 6, 2008 Description: <u>Township 28 South, Range 18 West</u> Section 4: SW/4 Kiowa County, KS

Lessors: John W. Rosenberger and Laverne E. Rosenberger, husband and wife Lessee: Strata Exploration, Inc. Dated: April 4, 2008 Recorded: Book 20, Page 2140, May 9, 2008 Description: <u>Township 27 South, Range 18 West</u> Section 29: E/2 Kiowa County, KS

Lessors: Ronald R. Banta and Wendle L. Banta, husband and wife Lessee: Strata Exploration, Inc. Dated: April 15, 2008 Recorded: Book 20, Page 2166, June 6, 2008 Description: <u>Township 27 South, Range 18 West</u> A tract of ground in the SE/4 of Section 28 as follows:

Commencing at the Southeast corner of the Southeast Quarter (SE/4) of Section Twenty-eight (28), thence West along the South line of said Southeast Quarter (SE/4) a distance of 743 feet to a point, being the place of beginning; thence North along a line parallel to the East line of the Southeast Quarter (SE/4) a distance of 1,320 feet to a point; thence West along a line parallel to the South line of the Southeast Quarter (SE/4) a distance of 660 feet to a point; thence South along a lineparallel to the East line of the Southeast Quarter (SE/4) a distance of 660 feet to a point; thence South along a lineparallel to the East line of the Southeast Quarter (SE/4) a distance of 1,320 feet to a point on the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the Southeast Quar

Kiowa County, KS

Lessors: Donfred Banta and Beulah Banta, husband and wife Lessee: Strata Exploration, Inc. Dated: April 15, 2008 Recorded: Book 20, Page 2160, May 27, 2008 Description: <u>Township 27 South, Range 18 West</u> Section 28: SE/4 Except a tract as follows:

Commencing at the Southeast corner of the Southeast Quarter (SE/4) of Section Twenty-eight (28), thence West along the South line of said Southeast Quarter (SE/4) a distance of 743 feet to a point, being the place of beginning; thence North along a line parallel to the East line of the Southeast Quarter (SE/4) a distance of 1,320 feet to a point; thence West along a line parallel to the South line of the Southeast Quarter (SE/4) a distance of 660 feet to a point; thence South along a lineparallel to the East line of the Southeast Quarter (SE/4) a distance of 660 feet to a point; thence South along a lineparallel to the East line of the Southeast Quarter (SE/4) a distance of 1,320 feet to a point on the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the South line of the Southeast Quarter (SE/4); thence East along the Southeast Quar

Kiowa County, KS



October 04, 2010

John R. Kinney Strata Exploration, Inc. PO BOX 401 FAIRFIELD, IL 62837-0401

Re: Drilling Pit Application Unruh 1-33 W/2 Sec.33-27S-18W Kiowa County, Kansas

Dear John R. Kinney:

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. <u>NO</u> 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.