For KCC Use:

Eff	e	ct	iv	е	Date

District	#	

SGA?	Yes	No

Forn

# 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

1046527

## NOTICE OF INTENT TO DRILL

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

Expected Spud Date:	Spot Description:
month day year	( <u>q/q/q/q</u> ) Sec Twp S. R E [ ] W
OPERATOR: License#	feet from N / S Line of Section
Name:	feet from L 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:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
If Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR )
KCC DKT #:	Will Cores be taken?
	If Yes, proposed zone:

#### **AFFIDAVIT**

The undersigned hereby affirms that the drilling, completion and eventual plugging of this well will comply with K.S.A. 55 et. seq.

It is agreed that the following minimum requirements will be met:

- 1. Notify the appropriate district office *prior* to spudding of well;
- 2. A copy of the approved notice of intent to drill shall be posted on each drilling rig;
- 3. The minimum amount of surface pipe as specified below shall be set by circulating cement to the top; in all cases surface pipe shall be set through all unconsolidated materials plus a minimum of 20 feet into the underlying formation.
- 4. If the well is dry hole, an agreement between the operator and the district office on plug length and placement is necessary prior to plugging;
- 5. The appropriate district office will be notified before well is either plugged or production casing is cemented in;
- 6. If an ALTERNATE II COMPLETION, production pipe shall be cemented from below any usable water to surface within 120 DAYS of spud date. Or pursuant to Appendix "B" - Eastern Kansas surface casing order #133,891-C, which applies to the KCC District 3 area, alternate II cementing must be completed within 30 days of the spud date or the well shall be plugged. In all cases, NOTIFY district office prior to any cementing.

Submitted E	Electronically
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Mail to: KC 130 S. Market - Ro

For KCC Use ONLY	
API # 15	
Conductor pipe required	feet
Minimum surface pipe required	feet per ALT.
Approved by:	
This authorization expires:	
Spud date: Agent:	

#### Remember to:

- File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill;
- File Drill Pit Application (form CDP-1) with Intent to Drill;
- File Completion Form ACO-1 within 120 days of spud date;
- File acreage attribution plat according to field proration orders;
- Notify appropriate district office 48 hours prior to workover or re-entry;
- Submit plugging report (CP-4) after plugging is completed (within 60 days);
- Obtain written approval before disposing or injecting salt water.
- If well will not be drilled or permit has expired (See: authorized expiration date) please check the box below and return to the address below.

ш

Well will not be drilled or Permit Expired Date: \_ Signature of Operator or Agent:

C -	Cons	ervation	Division,		
om	2078.	Wichita,	Kansas	67202	



For KCC Use ONLY

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

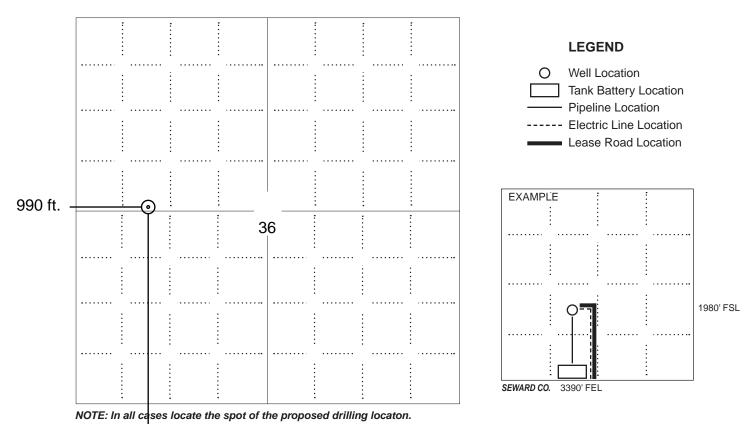
### IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	Sec Twp S. R E 📃 W
Number of Acres attributable to well: QTR/QTR/QTR/QTR of acreage:	Is Section: Regular or Irregular
	If Section is Irregular, locate well from nearest corner boundary.
	Section corner used: NE NW SE SW

PLAT

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



#### 2690 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 1046527

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	Pit is: Proposed If Existing, date cor Pit capacity: rea? Yes	Existing Istructed: (bbls)	SecTwpR East West Feet fromNorth /South Line of Section Feet fromEast /West Line of Section CountyCounty Chloride concentration:mg/l (For Emergency Pits and Settling Pits only)
Is the bottom below ground level?	Artificial Liner?	0	How is the pit lined if a plastic liner is not used?
Pit dimensions (all but working pits):	Length (fee		Width (feet)N/A: Steel Pits
If the pit is lined give a brief description of the lin material, thickness and installation procedure.	m ground level to dee	Describe proce	(feet) No Pit
Distance to nearest water well within one-mile of	f pit:	Depth to shallow Source of inforr	vest fresh water feet. nation:
feet Depth of water well	feet	measured	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 sp flow into the pit? Yes No Submitted Electronically		Type of materia Number of work Abandonment p Drill pits must b	ver and Haul-Off Pits ONLY:  utilized in drilling/workover:
	KCC (	OFFICE USE OI	ily
Date Received: Permit Numb	per:		Liner       Steel Pit       RFAC       RFAS         Date:

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



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

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

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License #	Well Location:
Name:	
Address 1:	County:
Address 2:	Lease Name: Well #:
City:          Zip:            Contact Person:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:
Phone: ( ) Fax: ( ) Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the
Address 2:	county, and in the real estate property tax records of the county treasurer.
City: State: Zip:+	

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

#### Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- □ I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

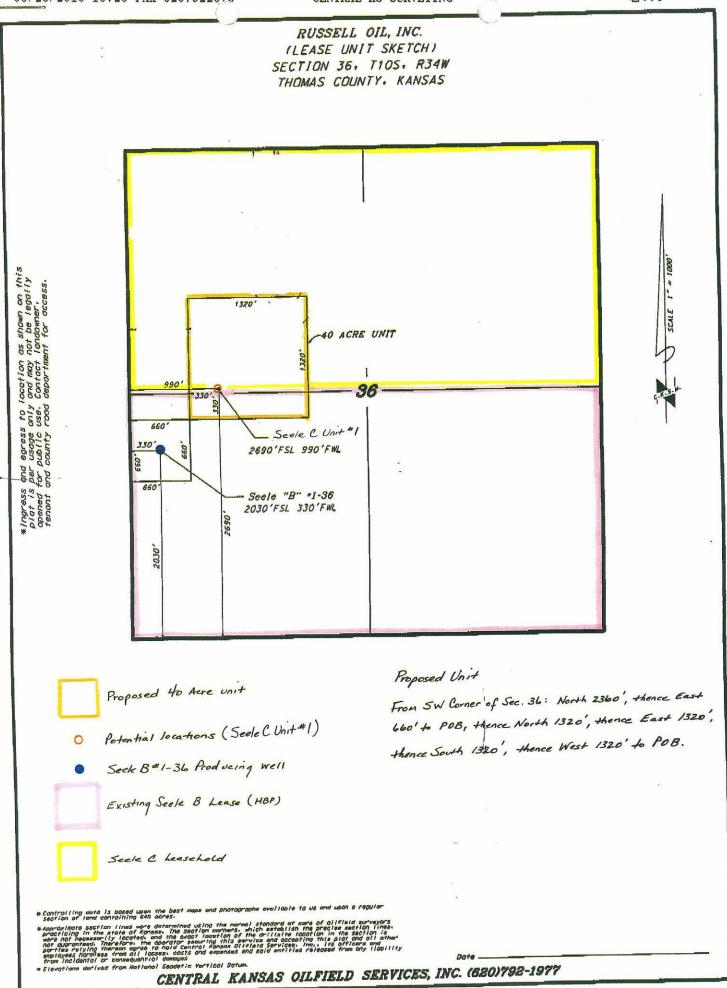
If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

## Submitted Electronically

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IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written. Witnesses: SEELE SOIL, L.P., A KANSAS LIMPTED PARTNERSHIP KY: Witness	Lessee shall have the right at any time to remov If the estate of either party hereto is assigned executors, administrators, successors or assigns, but n essee has been furnished with a written transfer or ass with respect to the assigned portion or portions arising a Lessee may at any time execute and deliver to surrender this lease as to such portion or portions and b All express or implied covenants of this lease si n whole or in part, nor lessee held liable in damages, f Regulation. Lessor hereby warrants and agrees to defend the nymortgages, taxes or other liens on the above descri- signed lessors, for themselves and their heirs, successo as said right of dower and homestead may in any way a Lessee, at its option, is hereby given the right r record in the conveyance records of the county in who pooled into a tract or unit shall be treated, for all purp found on the pooled acreage, it shall be treated as if pro- found on the pooled acreage, it shall be treated as if pro- found on the pooled acreage, it shall be treated as if pro- tor units and thereins wording the rest of the successon the successon the proventies elsewhere hereins successor shall treated.	ve all machinery and first l, and the privilege of o change in the owner signment or a true copy subsequent to the date of lessor or place of recor- e relieved of all obligation hall be subject to all Fe- or failure to comply the e tille to the lands hereis ibed lands, in the event its and assigns, hereby iffect the purposes for wand and power to pool or co- it is necessary or ad- t and that may be prod- t oil well, or into a unit icid well, or into a unit icid well, or into a unit icid well from the from the we on production from the	xtures placed on said prer assigning in whole or in rship of the land or assig rthereof. In case lesses as of assignment. rd a release or releases cr ions as to the acreage sur ederal and State Laws, E erewith, if compliance is in described, and agrees th of default of payment by surrender and release a which this lease is made, a mbine the acreage covere visable to do so in order used in situ areasing or units not exceeding a situated an instru- t of orgalities on product is lease, whether the well	part is expressly all rement of rentals or isigns this lease, in will overing any portion or rendered. xecutive Orders, Rules prevented by, or if suc- tat the lessee shall have to lessor, and be subroy lessor, and be subroy to properly develop such pooling to be of 40 acres each in the e iment identifying and or wells be located on or wells be located on	wed, the covenar royalties shall be note or in part, les portions of the m or Regulations, a ch failure is the ro the right at any cated to the right homestead in the portion thereof v and operate soid tracts contiguous vent of a gas well describing the er in the premises cove	nts hereof sh binding on see shall be above describ nd this lease soult of, any time to redee s of the holds premises de with other la lease premis to one anot l. Lessee sha nooled acreas neluded in th	all extend to their the lessee until after relieved of all obligs and premises and the shall not be termin such Law, Order, R em for lessor, by pay er thereof, and the c escribed herein, in a and, lease or leases is set so as to promot her and to be into a ll execute in writing c. The entire acrea is lease. If product
IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written. Witnesses: SEELE SOIL, L.P., A KANSAS LIMPTED PARTNERSHIP BY: Witness	Lessee shall have the right at any time to remov If the estate of either party hereto is assigned executors, administrators, successors or assigns, but n essee has been furnished with a written transfer or ass with respect to the assigned portion or portions arising a Lessee may at any time execute and deliver to hurrender this lease as to such portion or portions and b All express or implied covenants of this lease as n whole or in part, nor lessee held liable in damages, f Regulation. Lessor hereby warrants and agrees to defend the nym mortgages, taxes or other liens on the above descri- tigned lessors, for themselves and their heirs, successo as asid right of dower and homestead may in any way a Lessee, at its option, is hereby given the right r runits not exceeding 40 acres each in the event of an or units not exceeding 40 acres each in the event of an pooled into a tract or unit shall be treated, for all purp ound on the pooled acreage, it shall be treated as if pro- oynalties elsewhere herein specified. lessor shall recein	ve all machinery and first l, and the privilege of o change in the owner signment or a true copy subsequent to the date of lessor or place of recor- e relieved of all obligation hall be subject to all Fe- or failure to comply the e tille to the lands hereis ibed lands, in the event its and assigns, hereby iffect the purposes for wand and power to pool or co- it is necessary or ad- t and that may be prod- t oil well, or into a unit icid well, or into a unit icid well, or into a unit icid well from the from the we on production from the	xtures placed on said prer assigning in whole or in rship of the land or assig- of assignment. and a release or releases or ions as to the acreage sur- ederal and State Laws, E erewith, if compliance is in described, and agrees th of default of payment by surrender and release a which this lease is made, r mbine the acreage covere visable to do so in order luced from said premises, or units not exceeding 6 issed is situated an instru- to foryalties on product is lease, whether the well a unit so pooled only a set total acreage so pooled FILE NUI	part is expressly all grament of rentals or isigns this lease, in wil- overing any portion or- rendered. Accutive Orders, Rules- prevented by, or if suc- tant the lessee shall hav- bessor, and be subrou- ll right of dower and is recited herein. d by this lease or any to properly develop - such pooling to be of 40 acres each in the e- ment identifying and ion from the pooled u or wells be located on uch portion of the ro- in the particular unit	wed, the covenar royalties shall be nole or in part, les or Regulations, a or Regulations, a ch failure is the ro- re the right at any gated to the right homestead in the portion thereof v and operate said tracts contiguous vent of a gas well describing the p it, as if it were p it wer	nts hereof sh binding on see shall be above describ and this lease esult of, any time to redee s of the hold premises de with other la lease premis to one anot . Lessee sha nooled acreas necluded in th herein as the 196 P	all extend to their the lessee until after relieved of all oblige bed premises and the e shall not be termin such Law, Order, R em for lessor, by pay er thereof, and the e escribed herein, in a nd, lease or leases i ses so as to promot her and to be into a ll execute in writin, ge. The entire acreas nis lease. If product ease or not. In lieu e amount of his ac
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BY: Sinda K. Dims	Lessee shall have the right at any time to remove If the estate of either party hereto is assigned executors, administratore, successors or assigns, but ne essee has been furnished with a written transfer or ass- with respect to the assigned portion or portions arising a Lessee may at any time execute and deliver to nurrender this lease as to such portion or portions and by All express or implied covenants of this lease as n whole or in part, nor lessee held liable in damages, for Regulation. Lessor hereby warrants and agrees to defend the iny mortgages, taxes or other liens on the above descri- igned lessors, for themselves and their heirs, successo as said right of dower and homestead may in any way a Lessee, at its option, is hereby given the right or onservation of oil, gas or other minerals in and under or units not exceeding 40 acres each in the event of an record in the conveyance records of the county in who pooled into a tract or unit shall be treated, for all purp royalties elsewhere herein specified, lessor shall receival placed in the unit or his royalty interest therein on an ac- placed in the unit or his royalty interest therein on an ac- placed in the unit or his royalty interest therein on an ac- placed in the unit or his royalty interest therein on an ac- placed in the unit or his royalty interest therein on an ac- placed in the unit or his royalty interest therein on an ac- placed in the unit or his royalty interest therein on an ac- placed in the unit or his royalty interest therein on an ac- placed in the unit or his royalty interest therein on an ac- and the unit or his royalty interest therein on an ac- and the unit or his royalty interest therein on an ac- and the unit or his royalty interest therein on an ac- and the unit or his royalty interest therein on an ac- and the unit or his royalty interest therein on an ac- and the unit or his royalty interest therein on an ac- and the unit or his royalty interest therein on ac- and the unit or his royalty in	ve all machinery and fiz I, and the privilege of o change in the owner ignment or a true copy subsequent to the date of lessor or place of recor- e relieved of all oblight hall be subject to all Fe for failure to comply the tile to the lands herei- bed lands, in the event is and assigns, hereby iffect the purposes for w and power to pool or co to it is necessary or ad- ti is necessary or ad- ti the land herein less duction is had from the ve on production from creage basis bears to the <b>SEAL</b> SCOUNT KM	xtures placed on said prer assigning in whole or in rahip of the land or assig of assignment. and a release or releases co- ions as to the acreage sur ederal and State Laws, E erewith, if compliance is in described, and agrees th of default of payment by surrender and release a which this lease is made, a mbine the acreage covere visable to do so in order tuced from said premises, or units not exceeding 6 is do is situated an instru- to for yalties on product is lease, whether the well a unit so pooled only a set total acreage so pooled FILE NUI RECORDEL RECORDEL RECORDEL CORA L. VO MAYBELLE	part is expressly all rement of rentals or isigns this lease, in will overing any portion or rendered. Executive Orders, Rules prevented by, or if suc- nat the lessee shall back between the lessee shall back is lessor, and be subroal in right of dower and to properly develop such pooling to be of 40 acres each in the e is ment identifying and ion from the pooled u or wells be located on uch portion of the re in the particular unit MBER 20082 D 9/29/2008 G FEE: \$ 100 Cunty, KANSAS DLK, DEPUTY MOORE, REGI	wed, the covenar royalties shall be nole or in part, les portions of the m or Regulations, a the failure is the ro- re the right at any rated to the right homestead in the portion thereof v and operate said describing the p nit, as if it were in the premises cover yalty stipulated I involved.	nts hereof sh binding on see shall be ind this lease sould of, any time to redee s of the holds premises de vith other la lease premis to one anot . Lessee sha nooled acreage nacluded in the rerein as the <b>196 P</b> M	all extend to their the lessee until after relieved of all obligs bed premises and the eshall not be termin such Law, Order, R em for lessor, by pay er thereof, and the u escribed herein, in a nd, lease or leases i ses so as to promot her and to be into a ll execute in writing re. The entire acrea nis lease. If product ease or not. In lieu e amount of his ac
	Lessee shall have the right at any time to remove If the estate of either party hereto is assigned executors, administratore, successors or assigns, but ne essee has been furnished with a written transfer or ass- with respect to the assigned portion or portions arising a Lessee may at any time execute and deliver to nurrender this lease as to such portion or portions and by All express or implied covenants of this lease as n whole or in part, nor lessee held liable in damages, for Regulation. Lessor hereby warrants and agrees to defend the iny mortgages, taxes or other liens on the above descri- igned lessors, for themselves and their heirs, successo as said right of dower and homestead may in any way a Lessee, at its option, is hereby given the right or onservation of oil, gas or other minerals in and under or units not exceeding 40 acres each in the event of an record in the conveyance records of the county in who pooled into a tract or unit shall be treated, for all purp royalties elsewhere herein specified, lessor shall receival placed in the unit or his royalty interest therein on an ac- placed in the unit or his royalty interest therein on an ac- placed in the unit or his royalty interest therein on an ac- placed in the unit or his royalty interest therein on an ac- placed in the unit or his royalty interest therein on an ac- placed in the unit or his royalty interest therein on an ac- placed in the unit or his royalty interest therein on an ac- placed in the unit or his royalty interest therein on an ac- placed in the unit or his royalty interest therein on an ac- and the unit or his royalty interest therein on an ac- and the unit or his royalty interest therein on an ac- and the unit or his royalty interest therein on an ac- and the unit or his royalty interest therein on an ac- and the unit or his royalty interest therein on an ac- and the unit or his royalty interest therein on an ac- and the unit or his royalty interest therein on ac- and the unit or his royalty in	ve all machinery and fiz I, and the privilege of o change in the owner ignment or a true copy subsequent to the date of lessor or place of recor- e relieved of all oblight hall be subject to all Fe for failure to comply the tile to the lands herei- bed lands, in the event is and assigns, hereby iffect the purposes for w and power to pool or co to it is necessary or ad- ti is necessary or ad- ti the land herein less duction is had from the ve on production from creage basis bears to the <b>SEAL</b> SCOUNT KM	Attures placed on said prer assigning in whole or in rehip of the land or assig thereof. In case lease as of assignment. and a release or releases co- ions as to the acreage sur ederal and State Laws, E erewith, if compliance is in described, and agrees th of default of payment by surrender and release a which this lease is made, a mbine the acreage covere visable to do so in order luced from said premises, or units not exceeding 6 or units not exceeding 6 or units not exceeding 6 or units not exceeding 6 of a situated an instru- nt of royalties on product is lease, whether the well a unit so pooled only a le total acreage so pooled FILE NUI RECORDEL RECORDEL RECORDEL COMA L. VO MAYBELLE	part is expressly all rement of rentals or isigns this lease, in will overing any portion or rendered. xecutive Orders, Rules prevented by, or if suc- tat the lessee shall have by lessor, and be subroy to properly develop is such pooling to be of 40 acres each in the e ment identifying and ion from the pooled u or wells be located on uch portion of the ro- in the particular unit MBER 20082 D 9/29/2008 G FEE: \$ 100 Duty, KANSAS DLK, DEPUTY MOORE, REGI above written. SOIL, L.P.	wed, the covenar royalties shall be note or in part, les portions of the a or Regulations, a the failure is the ro re the right at any gated to the right homestead in the portion thereof v and operate sold tracts contiguous vent of a gas well describing the p nit, as if it were h the premises cove yaity stipulated 1 nvolved. 395 BK at 1:44 Pl STER OF DE	nts hereof sh binding on see shall be i shove describ nd this lease soult of, any time to redee s of the holdy premises de with other la lease premises to one anot . Lessee sha moled acreage neluded in the red by this l herein as the <b>196 P</b> M L L L <b>196 P</b>	AGE 385-
Linda K. Sims, Secretary-Treasurer	Lessee shall have the right at any time to remov If the estate of either party hereto is assigned executors, administrators, successors or assigns, but n lessee has been furnished with a written transfer or ass with respect to the assigned portion or portions arising a Lessee may at any time execute and deliver to surrender this lease as to such portion or portions and by All express or implied covenants of this lease as in whole or in part, nor lessee held liable in damages, for Regulation. Lessor hereby warrants and agrees to defend the any mortgages, taxes or other liens on the above descri- signed lessors, for themselves and their heirs, successo as asid right of dower and homestead may in any way a Lessee, at its option, is hereby given the right or or units not exceeding 40 acres each in the event of an pooled into a tract or unit shall be treated, for all purp royalties elsewhere herein specified, lessor shall receival placed in the unit or his royalty interest therein on an ac- placed in the unit or his royalty interest therein on an ac- placed in the unit or his royalty interest therein on an ac- placed in the unit or his royalty interest therein on an ac- placed in the unit or his royalty interest therein on an ac- placed in the unit or his royalty interest therein on an ac- placed in the unit or his royalty interest therein on an ac- placed in the unit or his royalty interest therein on an ac- placed in the unit or his royalty interest therein on an ac- placed in the unit or his royalty interest therein on an ac- AL STAN AND AND AND AND AND AND AND AND AND A	ve all machinery and fiz I, and the privilege of o change in the owner ignment or a true copy subsequent to the date of lessor or place of recor- e relieved of all oblight hall be subject to all Fe for failure to comply the tile to the lands herei- bed lands, in the event is and assigns, hereby iffect the purposes for w and power to pool or co to it is necessary or ad- ti is necessary or ad- ti the land herein less duction is had from the ve on production from creage basis bears to the <b>SEAL</b> SCOUNT KM	Attures placed on said prer assigning in whole or in rehip of the land or assig of assignment. and a release or releases co- lons as to the acreage sur ederal and State Laws, E erewith, if compliance is in described, and agrees the of default of payment by surrender and release a which this lease is made, a mbine the acreage covere visable to do so in order visable to do so in order visable to do so in order to a situated an instr- a or units not exceeding 6 used is situated an instr- is lease, whether the well a unit so pooled only a le total acreage so pooled FILE NUIT RECORDEL RECORDEL RECORDEL CHOFEMED DEXED	part is expressly all rement of rentals or isigns this lease, in will overing any portion or rendered. xecutive Orders, Rules prevented by, or if suc- tat the lessee shall have by lessor, and be subroy to properly develop is such pooling to be of 40 acres each in the e ment identifying and ion from the pooled u or wells be located on uch portion of the ro- in the particular unit MBER 20082 D 9/29/2008 G FEE: \$ 100 Duty, KANSAS DLK, DEPUTY MOORE, REGI above written. SOIL, L.P.	wed, the covenar royalties shall be note or in part, les portions of the a or Regulations, a the failure is the ro re the right at any gated to the right homestead in the portion thereof v and operate sold tracts contiguous vent of a gas well describing the p nit, as if it were h the premises cove yaity stipulated 1 nvolved. 395 BK at 1:44 Pl STER OF DE	nts hereof sh binding on see shall be i shove describ nd this lease soult of, any time to redee s of the holdy premises de with other la lease premises to one anot . Lessee sha moled acreage neluded in the red by this l herein as the <b>196 P</b> M L L L <b>196 P</b>	AGE 385-

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FORM 88 - (PRODUCER'S SPECIAL) (PAID-UP)	Reorder No. Kansas Blue Print
63U (Rev. 1993) OIL AND GAS LEASE	09-115 09-115 09-115 09-115 09-115 00, Broadway PO Box 703 316-204-0344-204-5105 fax www.kbp.com * kbp@kbp.com
AGREEMENT, Made and entered into the <u>3rd</u> day of <u>January, 2008</u> by and between <u>Seele Soil, L.P., a Kansas limited partnershi</u>	P
whose mailing address is, and, Christopher P. Gough	hereinoster called Lessor (whether one or more).
Lessor, in consideration of <u>ten and more</u> <u>b</u> Is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, here of investigating, exploring by geophysical and other meatus, prospecting drilling, mining and operating for and pr constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, bu and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydro products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, therein situated in County of <u>ThOMAS</u> State of <u>KANSA</u>	eby grants, leases and lets exclusively unto lessee for the purpose oducing oil, liquid hydrocarbons, all gases, and their respective ilding tanks; power stations, telephone lines, and other structures carbons, gases and their respective constituent products and other , together with any reversionary rights and after-acquired interest,

The South Half (S/2)

In Section 36	Township 10 South	Range 34 West and containing	<u>320</u>	acres, more or less, and all
accretions thereta.	,	· ·		

Subject to the provisions herein contained, this lease shall remain in force for a term of <u>three (3)</u> years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one eighth (%) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (%), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (%) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the manufacture of the preceditive percentage. premises, or in the manufacture of pr as royalty One Dollar (\$1.00) per year meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gos, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest hears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or harn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lesse, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lease held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulations. Regulation.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the under-signed lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lease's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.



FILE NUMBER 20080691 BK 191 PAGE 7	87-
RECORDED 2/25/2008 at 10:27 AM	122
RECORDING FEE: \$ 100	.100
RECORDED 2/25/2008 at 10:27 AM RECORDING FEE: \$ 1200 Thomas County, KANSAS LORA L. VOLK, DEPUTY	
LORAL, VOLK, DEPUTY 4 Dupelle	Noor
MAYBELLE MOORE, REGISTER OF DEEDS	1.7.

T NUMBER ROOM

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written. Witnesses:

Witnesses:	SEELE SOIL, L.P.,
	A KANSAS LIMITED PARTNERSHIP
,	BY: Dartheres Folkelie
	Darlene F. Seele, Partner

For	KCC	Use	ONLY

API # 15 -

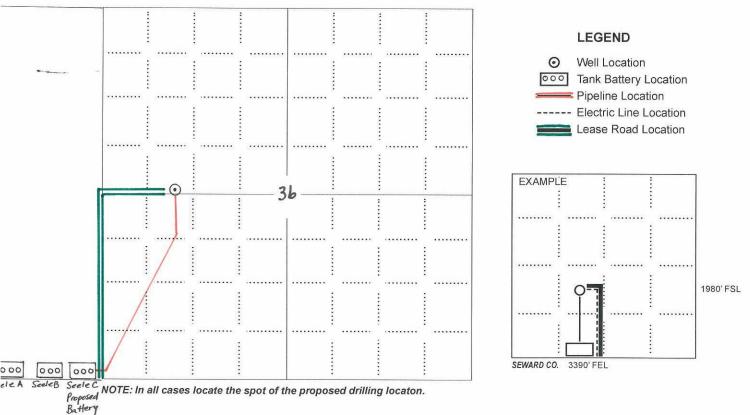
### IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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: NENNW SESSW

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.



#### 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.