For KCC Use:

Eff	e	ct	iv	е	Date
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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

1050241

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 Surfa	e Owner Notification Act, MUST be submitted with this form.
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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:	Nearest Lease or unit boundary line (in footage):
Oil Enh Rec Infield Mud Rotary	Ground Surface Elevation:feet MSL
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile:
Disposal Wildcat Cable	Public water supply well within one mile:
Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
	Surface Pipe by Alternate:
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
Operator:	Length of Conductor Pipe (if any):
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	Formation at Total Depth:
	Water Source for Drilling Operations:
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 Electronically

For KCC Use ONLY	
API # 15	
Conductor pipe required	feet
Minimum surface pipe required	feet per ALT. I II
Approved by:	
This authorization expires:	tarted within 12 months of approval date.)
Spud date: Ag	gent:

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:

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For KCC Use ONLY

API # 15 - ____

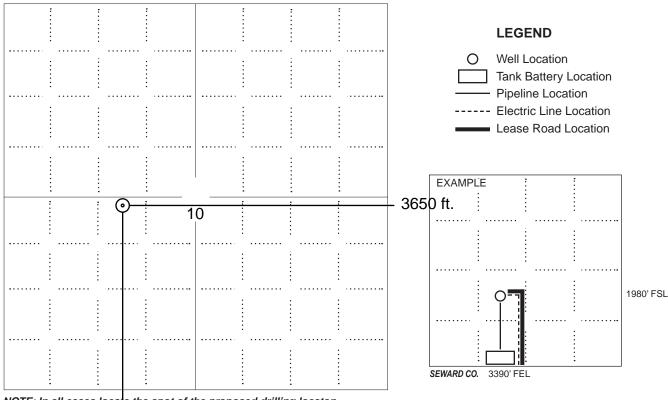
IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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:	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.

2520 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).
- 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**

1050241 Form must be Typed

Form CDP-1 May 2010

APPLICATION FOR SURFACE PIT

Submit in Dunlicate

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 co	nstructed:	Feet from North	n / South Line of Section	
Workover Pit Haul-Off Pit			Feet from East	/ West Line of Section	
(If WP Supply API No. or Year Drilled)	Pit capacity:	(bbls)		County	
				·	
Is the pit located in a Sensitive Ground Water A	vrea?	No	Chloride concentration: (For Emergency Pits a	mg/l and Settling Pits only)	
Is the bottom below ground level?	Artificial Liner?		How is the pit lined if a plastic liner	is not used?	
		No			
	Length (fe			N/A: Steel Pits	
· · ·	om ground level to de				
If the pit is lined give a brief description of the li material, thickness and installation procedure.	ner		dures for periodic maintenance and c cluding any special monitoring.	letermining	
Distance to nearest water well within one-mile of pit:		Depth to shallor Source of inform		feet.	
feet Depth of water wellfeet		measured	well owner electr	ic log KDWR	
Emergency, Settling and Burn Pits ONLY:		Drilling, Worko	ver 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					
	КСС	OFFICE USE OI	NLY	RFAC RFAS	
Date Received: Permit Num	ber:	Permi	t Date: Lease Ins	pection: Yes No	

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:

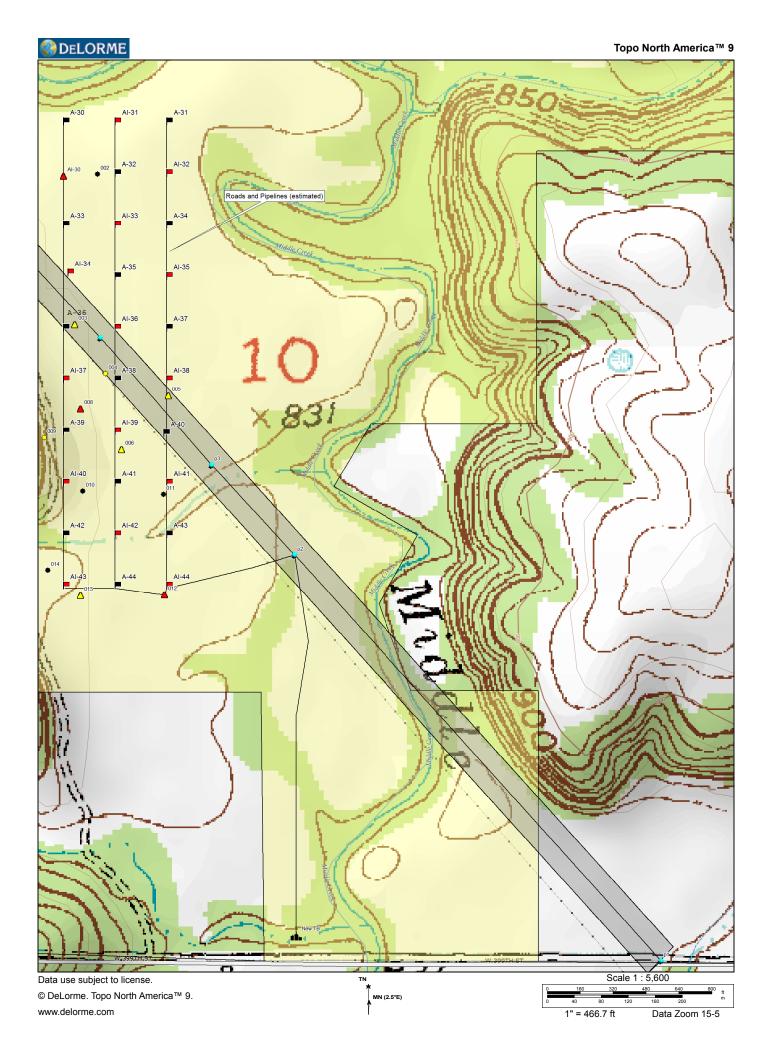
- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this 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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(KANSAS) OIL AND GAS LEASE THE WESTERN SPIRIT Paola, Kansas
AGREEMENT Made and entered into the 27th day of April 1956 X
by and botwoon Howard L. Middaugh and Fern M. Middaugh, husband and wife; Walter E. Binkley and Jeanning Binkley, husband and wife; Ivan Karr and Mary Karr, husband and wife,
and Robert'A. Mason Party of the first part, hereafter called lessor (whether one or more)
WITNESSETH, That the said lessor, for and in consideration of <u>Ten (\$10.00)</u> DOLLARS
part of lesses to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demised, lease and let unto the said issues, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, purpose, shall be said issues, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, purpose, shall be said issues thereon to produce, save and take care of end product, all that certain tract of the said issues in the constraint of the said issues of the same same take care of end product, and that certain tract of the same said issues of the said issues of the said of the same same same same same same same sam
West Mail of the Besthwest Quester of Section 10, Tourship 19, Range 24,
All that part of the West Half of the Northeast Quarter of the Northwost Quarter of Section 10, Township 19 South, Range 24 East, lying south of
Middle Creek, containing 8 acres, more or loss;
The Northwest Quarter of the Southeast Quarter of Section 3, and the Southwest Quarter of the Southeast Quarter of Section 3, and the South Half of the Southwest Quarter of Section 3, all in Township 19, Range 24;
All of the North Helf of the Southwest Quarter, and the South Helf of the
Northwest Quartor, all in Section 3; also the Southeast Quartor of the Northeast Quarter of Section 4, all in Township 19, Range 24, containing 200 acres, more or loss:
Commoncing at the Northeast corner of the Southwest Quarter of the Northeast
Quarter of Section 4, Township 19, Range 24, running thence South along the Quarter Section line 36 rods; thence West 20 rods parallol with the half
conter of the channel of Middle Creek, and to the Quarter Section line; thence
beginning, containing 4 1/2 acres, more or less; Also beginning 36 rods South of the Northeast corner of the Southwest Quarter of the Northeast Quarter
Trunning thence South along the Quarter Section line 44 rods, more or less, to the half Section line, thence West along the Half Section line 20 rods to a
stone; thence in a northerly direction 44 rods, more or less, to the Southwest
along the South line of the tract first above described to the place of beginning, containing 5 1/2 acres, more or less;
Southeast Quarter of the Northwest Quarter; also the Southwest Quarter of the Northeast Quarter of Section 10, Township 19, Range 24;
The North Half of the Southwest Quarter of Section 10, Township 19 South,
That part of the Nest Half of the Northeast Guarter of the Northwest Guarter
of Section 10, Township 19, Range 24, lying North of Middle Crook, all in Missi County, Kanses, and containing 12 acres, more or less;
Items in so far as is correct a part of parts of said lands upon which the said iteace of any assigned thereof shall make due pay Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lesses 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. The additional provisions contained in Exhibit "A" attached are incorporated herein.
In Testimony Whereof We Bign, this the 27th day or April 18.66
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Eern M. Middaugh (BEAL)
n 23/1 + 37 ff (BEAL)
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and all other rights conferred. Biologic the first waid drilled on the best described land be a dry hole. There and in that event, if the second well is not commenced on said and within	and all other rights conferred. Below the first wall drilled on the short described land be a dry hole them, and in that event, if the second well is not con- menced on seid hand within the months from the expiration of the last renail period within the the period by the period of the last renail period. Within the period of the last renail period within the second well is not con- menced on seid hand within the first from the expiration of the last renail period. Within the period of the last renail period within the period of the last renail period. The period within the second well is not con- the period second by the period within the period within the period within the period. The period within the period within the period within the period within the interest base to the whole and the privated fee. The private period within the period of the last renail period. Within the interest base to the whole and undivided fee. The private period within the period of the last renail period. The period within the proportion which his interest base to the whole and the private period by leave the period of the last renail period. The period with the period within the period of the period with the period of the period with the period with the written consent of the tasses shall have the right at any time to renove all machiners and futures placed on said premises, including the right (the period by leave to prive the period with the period with the prive period with the prive period with the prive period with the prive period with the period with the period of the prive period with the period with the period with the period with the prive period with the period with the period of the prive period with the period with the period with the period by leave the prive period to the period with the period with the period by leave the prive period of the period with the period with the period of the prive period with the period with the period by period with the period with the period of the prive period with the period with	it tl	DOLLARB, which shall lege of deferring the commencement of a well for months from sold data or tenders the commencement of a well may be further deferred for a like period of the it is understood and agreed that the consideration first defined the test. The down payment the data when sold first rental is payable, as afored, but alloche lesse's option of es-	. In like manner same number of it, covers not only	r and upon like months success y the privileges	e payments sively. And granted to
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Conservation Division Finney State Office Building 130 S. Market, Rm. 2078 Wichita, KS 67202-3802

Thomas E. Wright, Chairman Ward Loyd, Commissioner



phone: 316-337-6200 fax: 316-337-6211 http://kcc.ks.gov/

Corporation Commission

Sam Brownback, Governor

February 03, 2011

Phil Frick Altavista Energy, Inc. 4595 K-33 Highway PO BOX 128 WELLSVILLE, KS 66092

Re: Drilling Pit Application API 15-121-28831-00-00 Middaugh A-39 SW/4 Sec.10-19S-24E Miami County, Kansas

Dear Phil Frick:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed **without slots**, the bottom shall be flat and reasonably level, and the free fluids must be removed. The fluids are to be removed from the reserve pit as soon as practical after drilling operations have ceased.

If production casing is set all completion fluids shall be removed from the working pits daily. NO completion fluids or non-exempt wastes shall be placed in the reserve pit.

The fluids should be taken to an authorized disposal well. Please call the District Office at (620) 432-2300 when the fluids have been removed. Please file form CDP-5 (August 2008), Exploration and Production Waste Transfer, through KOLAR within 30 days of fluid removal.

A copy of this letter should be posted in the doghouse along with the approved Intent to Drill. If you have any questions or concerns please feel free to contact the District Office at (620) 432-2300.