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

1050467

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#	
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 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:

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



For KCC Use ONLY

API # 15 - .

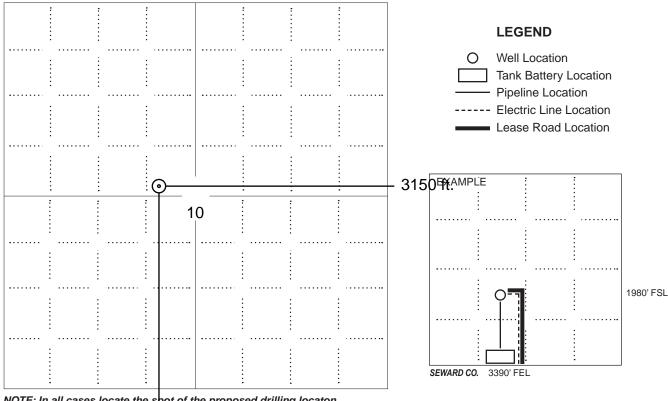
IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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:	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.

2770 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**

1050467

Form CDP-1 May 2010 Form must be Typed

County

mg/l

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 _Twp. _____ R. ____ East West Sec. 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) (bbls) Is the pit located in a Sensitive Ground Water Area? Yes No Chloride concentration: (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 Pit dimensions (all but working pits): __Length (feet) ____Width (feet) 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:

feet Depth of water wellfeet	measured well owner electric log KDWR
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	Liner	Steel Pit	RFAC RFAS
Date Received:	Permit Number:	Permit Date:		Lease Inspe	ection: 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:

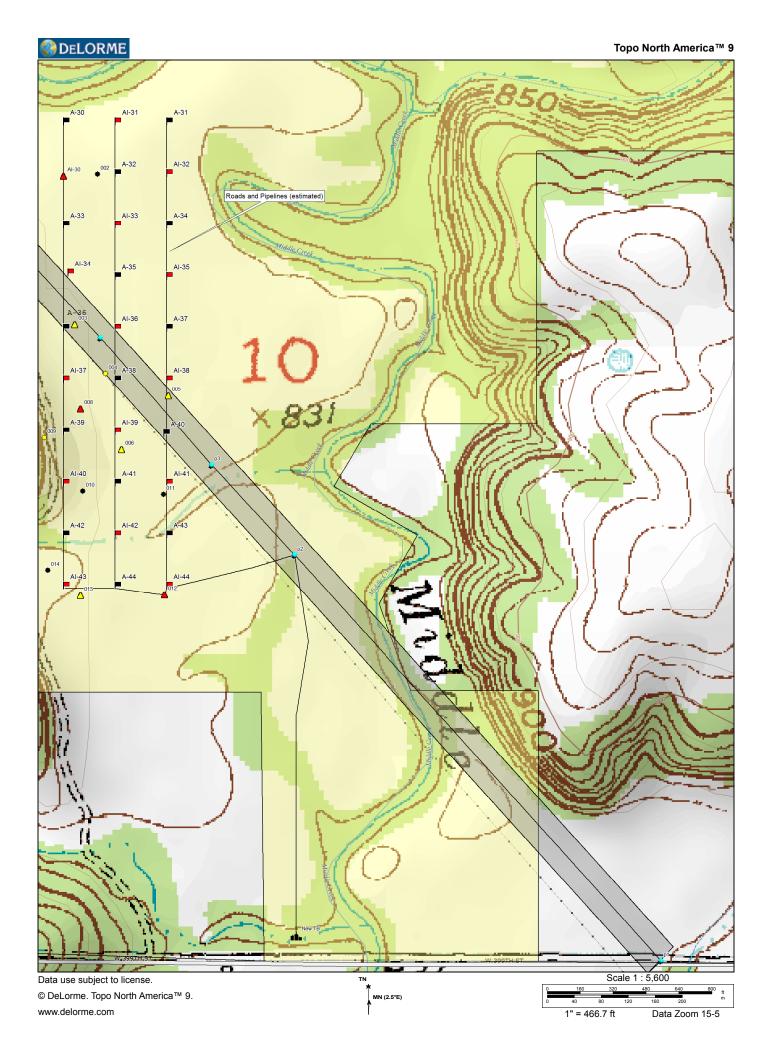
- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this 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)
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No well shall be drilled means than 300 feet to the house or barn now on maid premises, without the written consont of the Lesses shall pay for demands changes counted by henced or premove all machinery and fixtures placed on said promises, including the right to draw and remove setting. The state of either party hereto is assigned (and the privileges of assigning in whole or in part is expressly allowed), the consents before assignment of events of either party hereto is assigned (and the privileges of assigning in whole or in part is expressly allowed), the formatis hereof aball extend to their events of a state of either events of either events of the events of either events of the priviles aball by drive to the second of the events of the priviles aball of the events of the events of the priviles aball by the control of the events of the priviles aball by the events of the priviles aball by the control of the events of the priviles about the to the events of the priviles aball by the control of the events of the priviles about the events of the priviles about the events of	the roya undivide La water fi W	alties and contain herein pro- ed for, eases shall have the right to from wells XX EMARK, OF Then requested by lessor, is	wided shall be paid the use, free of cost, gas, of ponds of less mee shall bury issues's	lessor only in the prope il, and water produced SOT . i pipe lines below plow	ortion which his inter- dy on said land for its depth.	operations thered	whole and
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Lessor hereby varrants and agrees to defend the tile 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 lless on the above described lands, in the ovest 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. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provisions contained in Exhibit "A" attached are incorporated herein. The additional provision attached are incorporated (BEAL) The additional provision attached attached are incorporated (BEAL) The additional provision attached (BEAL) The additional provision attache		ment of the proportionate p n so far as it covers a part of f-said reatal.	or parts of said lands up	pon which the said ices	lefault shall not open ou or any assignce th	sta to delcat, or d torest shall make	attoot-title - duo-pay-
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Conservation Division Finney State Office Building 130 S. Market, Rm. 2078 Wichita, KS 67202-3802





Corporation Commission

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

Sam Brownback, Governor

NOTICE TO OPERATORS FILING INTENT TO DRILL FOR DISPOSAL OR ENHANCED RECOVERY INJECTION WELLS, (CLASS II INJECTION WELL)

The attached approved Notice of Intent to Drill indicates the proposed well is to be used for injection. An approved "Intent to Drill" does not approve injection authority as a Class II Injection Well in Kansas.

Before any well is used for injection purposes, the operator must file an application for injection authority in accordance with K.A.R. 82-3-401 and provide notice in accordance with K.A.R. 82-3-402. The Conservation Division must issue a written permit granting the application before commencement of injection.

The Conservation Division requirements and restrictions associated with Class II Injection are identified in K.A.R. 82-3-400 et seq of our regulations. Associated regulations governing drilling,completion and injection applications may be found in K.A.R. 82-3-135, Table I, Table II, in the Cedar Hills Sandstone Moratorium, (Docket #156,397-C), and the Eastern Kansas Surface Casing Order, (Docket #133,891-C).

If you have questions regarding the approval of injection authority, an injection application may be filed as a "Design Approval" before actual drilling and completion of the well occurs. If you have any questions or concerns regarding Class II injection wells or regulations, call the Underground Injection Control Department at 316-337-6200.

Failure to obtain commission approval before beginning injection is punishable by a penalty, shut-in of the well or both.

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 08, 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 AI-38 NW/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.