



For KCC Use:
 Effective Date: _____
 District # _____
 SGA? Yes No

KANSAS CORPORATION COMMISSION 1051077
 OIL & GAS CONSERVATION DIVISION

Form C-1
 March 2010

Form must be Typed
 Form must be Signed
 All blanks must be Filled

NOTICE OF INTENT TO DRILL

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

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, MUST be submitted with this form.

Expected Spud Date: _____
month day year

OPERATOR: License# _____
 Name: _____
 Address 1: _____
 Address 2: _____
 City: _____ State: _____ Zip: _____ + _____
 Contact Person: _____
 Phone: _____

CONTRACTOR: License# _____
 Name: _____

Well Drilled For:	Well Class:	Type Equipment:
<input type="checkbox"/> Oil	<input type="checkbox"/> Enh Rec	<input type="checkbox"/> Infield
<input type="checkbox"/> Gas	<input type="checkbox"/> Storage	<input type="checkbox"/> Pool Ext.
	<input type="checkbox"/> Disposal	<input type="checkbox"/> Wildcat
<input type="checkbox"/> Seismic ; _____ # of Holes	<input type="checkbox"/> Other	<input type="checkbox"/> Mud Rotary
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Air Rotary
		<input type="checkbox"/> Cable
<input type="checkbox"/> If OWWO: old well information as follows:		

Operator: _____
 Well Name: _____
 Original Completion Date: _____ Original Total Depth: _____

Directional, Deviated or Horizontal wellbore? Yes No
 If Yes, true vertical depth: _____
 Bottom Hole Location: _____
 KCC DKT #: _____

Spot Description: _____
 _____ - _____ - _____ Sec. _____ Twp. _____ S. R. _____ E W
(Q/Q/Q/Q) _____ feet from N / S Line of Section
 _____ feet from E / W Line of Section

Is SECTION: Regular Irregular?
 (Note: Locate well on the Section Plat on reverse side)

County: _____
 Lease Name: _____ Well #: _____

Field Name: _____
 Is this a Prorated / Spaced Field? Yes No

Target Formation(s): _____
 Nearest Lease or unit boundary line (in footage): _____

Ground Surface Elevation: _____ feet MSL

Water well within one-quarter mile: Yes No

Public water supply well within one mile: Yes No

Depth to bottom of fresh water: _____

Depth to bottom of usable water: _____

Surface Pipe by Alternate: I II

Length of Surface Pipe Planned to be set: _____

Length of Conductor Pipe (if any): _____

Projected Total Depth: _____

Formation at Total Depth: _____

Water Source for Drilling Operations:
 Well Farm Pond Other: _____

DWR Permit #: _____
 (Note: Apply for Permit with DWR)

Will Cores be taken? Yes No
 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

<p>For KCC Use ONLY</p> <p>API # 15 - _____</p> <p>Conductor pipe required _____ feet</p> <p>Minimum surface pipe required _____ feet per ALT. <input type="checkbox"/> I <input type="checkbox"/> II</p> <p>Approved by: _____</p> <p>This authorization expires: _____ <small>(This authorization void if drilling not started within 12 months of approval date.)</small></p> <p>Spud date: _____ Agent: _____</p>
--

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: _____

E
 W



1051077

For KCC Use ONLY

API # 15 - _____

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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

Operator: _____

Lease: _____

Well Number: _____

Field: _____

Number of Acres attributable to well: _____

QTR/QTR/QTR/QTR of acreage: _____ - _____ - _____ - _____

Location of Well: County: _____

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Sec. _____ Twp. _____ S. R. _____ E W

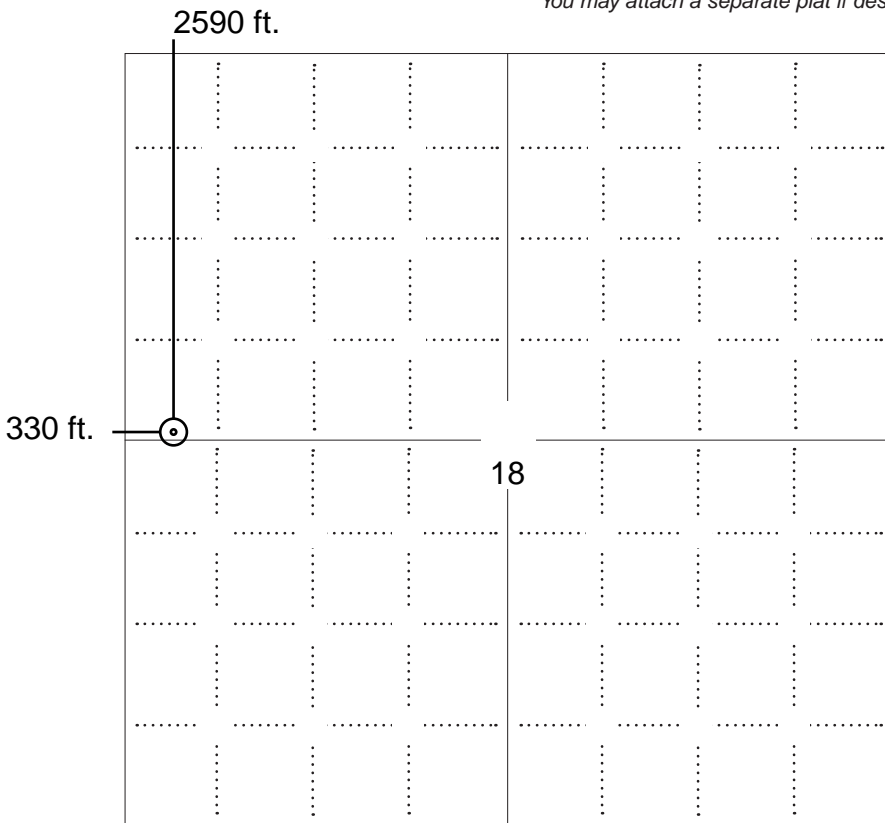
Is Section: Regular or Irregular

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

Section corner used: NE NW SE SW

PLAT

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



LEGEND

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



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

In plotting the proposed location of the well, you must show:

1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
3. The distance to the nearest lease or unit boundary line (in footage).
4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).
5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.



KANSAS CORPORATION COMMISSION 1051077
OIL & GAS CONSERVATION DIVISION

Form CDP-1
May 2010
Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

Operator Name: _____		License Number: _____
Operator Address: _____		
Contact Person: _____		Phone Number: _____
Lease Name & Well No.: _____		Pit Location (QQQQ): _____-_____-_____-_____ Sec. _____ Twp. _____ R. _____ <input type="checkbox"/> East <input type="checkbox"/> West _____ Feet from <input type="checkbox"/> North / <input type="checkbox"/> South Line of Section _____ Feet from <input type="checkbox"/> East / <input type="checkbox"/> West Line of Section _____ County
Type of Pit: <input type="checkbox"/> Emergency Pit <input type="checkbox"/> Burn Pit <input type="checkbox"/> Settling Pit <input type="checkbox"/> Drilling Pit <input type="checkbox"/> Workover Pit <input type="checkbox"/> Haul-Off Pit <i>(If WP Supply API No. or Year Drilled)</i>	Pit is: <input type="checkbox"/> Proposed <input type="checkbox"/> Existing If Existing, date constructed: _____ Pit capacity: _____ (bbls)	
Is the pit located in a Sensitive Ground Water Area? <input type="checkbox"/> Yes <input type="checkbox"/> No		Chloride concentration: _____ mg/l <i>(For Emergency Pits and Settling Pits only)</i>
Is the bottom below ground level? <input type="checkbox"/> Yes <input type="checkbox"/> No	Artificial Liner? <input type="checkbox"/> Yes <input type="checkbox"/> No	How is the pit lined if a plastic liner is not used?
Pit dimensions (all but working pits): _____ Length (feet) _____ Width (feet) <input type="checkbox"/> N/A: Steel Pits Depth from ground level to deepest point: _____ (feet) <input type="checkbox"/> No Pit		
If the pit is lined give a brief description of the liner material, thickness and installation procedure.		Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring.
Distance to nearest water well within one-mile of pit: _____ feet Depth of water well _____ feet		Depth to shallowest fresh water _____ feet. Source of information: <input type="checkbox"/> measured <input type="checkbox"/> well owner <input type="checkbox"/> electric log <input type="checkbox"/> KDWR
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 spilled fluids to flow into the pit? <input type="checkbox"/> Yes <input type="checkbox"/> No		Drilling, Workover and Haul-Off Pits ONLY: Type of material utilized in drilling/workover: _____ Number of working pits to be utilized: _____ Abandonment procedure: _____ _____ Drill pits must be closed within 365 days of spud date.
Submitted Electronically		

KCC OFFICE USE ONLY

Liner Steel Pit RFAC RFAS

Date Received: _____ Permit Number: _____ Permit Date: _____ Lease Inspection: Yes No



CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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

OPERATOR: License # _____
Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____
Contact Person: _____
Phone: (_____) _____ Fax: (_____) _____
Email Address: _____

Well Location:
____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West
County: _____
Lease Name: _____ Well #: _____

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

Surface Owner Information:

Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____

When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.

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

Select one of the following:

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

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

I Submitted Electronically

32

Adam Hess

Dated April 7, 1900.

Rebecca Hess

Acknowledged April 9, 1900
B. E. Leydig, Notary Public,
Butler County, Kansas (Seal)

To

The Citizens State Bank, of
El Dorado.

Filed for record April 9, 1900
and duly recorded in Volume 76
of Mortgages Page 316 of the rec-
ords of Butler County, Kansas.

Mortgage

Consideration-417.00

Description- The West Half of the North West Quarter, and the West Half
of the South West Quarter, Section No 18, Township No 26,
North, Range No 5 East.

On the margin of the record is in words and figures as follows:
\$417.00 Received Aug. 4, 1903.

Received of Adam Hess the within named mortgage the sum of
Four hundred and seventeen dollars in full satisfaction of the
said mortgage.

Citizens State Bank of El Dorado,
(Seal) By B. E. Leydig, Notary.
B. E. Leydig, Notary Public,
El Dorado, Kansas.

OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 29 day of May A.D. 1914, by
and between A. Hess and R. J. Hess his wife, of El Dorado Kans, parties
of the first part, lessors, and W. M. McKnab, of Tulsa Kan party of
second part, lessee.

Witnesseth that the said parties of the first part, for and in
consideration of the sum of One Dollar to them in hand well and truly
paid by the party of the second part, the receipt of which is
hereby acknowledged, and of the covenants and agreements hereinafter
contained on the part of the party of the second part to be paid, kept
and performed, have granted, demised, leased and let by these present
does grant, demise; lease and let unto the said second party heirs,
executors, administrators, successors or assigns' for the sole and only
purpose of mining and operating for oil and gas, and of laying pipe
lines, and building tanks, powers, station and structures thereon to
produce and to take care of said products, all that certain tract of
land situated in the County of Butler State of Kan. described as fol-
lows, to-wit:

North West Quarter Section 18. South West Quarter Section 18
of Section Township 26, Range 5 and containing 320 acres,
more or less.

It is agreed that this lease shall remain in force for a term of
five years from this date and as long thereafter as oil or gas, or
either of them is produced from said land by the party of the second
party his heirs, administrators, executors, successors and assigns.
In consideration of the premises the said party of the second
part covenants and agrees:

1st. To deliver to the credit of the first party his heirs or
assigns, free of cost, in the pipe line to which it may connect its
wells, the equal one-eighth part of all oil produced and saved from
the leased premises.

2nd. To pay the first part Two Hundred Dollars, each year in advance, for the gas from each well where gas only is found, while the same is being used off the premises, and the first part to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the well or lease line.

3rd. To pay to the first parties for gas produced from any oil well and used off the premises at the rate of Fifty Dollars per year, for the time during which such gas shall be used, said payments to be made each three months in advance.

The party of the second part agrees to complete a well on said premises within one year from the date hereof, or pay at the rate of Fifty Cents per acre, except as to such part of said premises as is surrendered as hereinafter provided for, for each additional year such completion is delayed from the time above mentioned for the completion of such well until a well is completed; said rental to be paid quarterly in advance; and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent under this provision during the remainder of the term of this lease.

The party of the second part shall have the right to use, free of cost, gas, oil and water produced on said land for its operation there on, except water from the wells of the first party.

When requested by first party, the second party shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 300 feet to the house or barn on said premises.

Second party shall pay for damages caused by him to growing crops on said land.

The party of the second part 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.

The party of the second part shall not be bound by any change in the ownership of said land until duly notified of any such change, either by notice in writing duly signed by the parties to the instrument of conveyance, or by receipt of the original instrument of conveyance, or by certified copy thereof.

All payments which may fall due under this lease may be made by check directly to A. Hess, or deposited by Second party to his credit in The Citizens State Bank of El Dorado, Kansas.

It is agreed that the lessee upon the payment of One Dollar shall have the right to surrender and cancel this lease in toto or as to any part of the premises hereinbefore described as the lessee may elect upon filing in the proper recording office a duly executed release thereof and all payments and liabilities provided for herein shall cease and determine except as to such portions of the said premises that the lessee shall at his option elect to retain, provided that in the event any suit or action is brought in any court by the lessee to enforce this lease, then this clause providing for the surrender of this lease by the lessee shall become inoperative immediately and concurrently with the commencement of such suit or action.

This lease and all provisions herein, shall bind, and run in favor of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

Upon failure of the lessee to comply with conditions of this lease or to make any of the payments above provided for delay in completing a well on the date upon which the same become due, the lessor-- shall have a right to declare a forfeiture of this lease if such payment be not made within 30 days after written notice to pay the same.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

33 continued.

WITNESS:

A. HESS. (SEAL)
R. J. HESS (SEAL)
W. M. MCKNAB. (SEAL)

(ACKNOWLEDGMENT TO THE LEASE)

STATE OF KANSAS)
(SS:
COUNTY OF BUTLER)

BE IT REMEMBERED, That on this 13th day of June---- in the year of our Lord one thousand nine hundred and fourteen---, before me, a Notary Public in and for said County and State, personally appeared A. Hess and R. J. Hess to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and notarial seal the day and year first above written.

(S E A L)

WALTER F. MCGINNIS.
NOTARY PUBLIC.

My commission expires Jan'y 23rd 1915.

ASSIGNMENT:

KNOW ALL MEN BY THESE PRESENTS;

That W. M. McKnab of tulsa County, in the State of Oklahoma the within named grantee in consideration of the sum of One Dollar & other good and valuable considerations to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign transfer, set over and convey unto Wichita Natural Gas Co. Its heirs, and assigns, the within grant.

To have and to hold the same forever, subject nevertheless, to the conditions therein contained.

In Witness Whereof, The grantee has hereunto set his hand this 17th day of November 1914.

Witness:

C. L. FORD

W. M. MCKNAB.

STATE OF KANSAS, COUNTY OF BUTLER, SS:

On this 17th day of November 1914, before me, the undersigned, Notary Public in and for the County and State aforesaid, personally appeared W.M. McKnab to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

(S E A L)

Cora Norris, Notary Public.

My commission expires March 31st. 1916.

Filed for record on the 21st day of December, A.D. 1914, and recorded in Volume Miscellaneous "L" Page 54 of the records of Butler County, Kansas.

Assignment in Book 8 Page 1

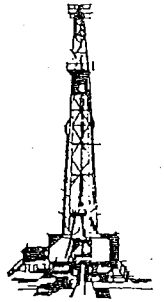
See below:



ROBERT E. MOSER, R.L.S.

Oil Field Surveying

335 N. Mission Road • Wichita, Kansas 67206
(316) 683-2853



216112

INVOICE NO.

VESS OIL CORPORATION

32

Hess 'A'

OPERATOR

NO.

FARM

Butler (KS)

18 26s 05e

2640' FNL - 330' FWL

COUNTY

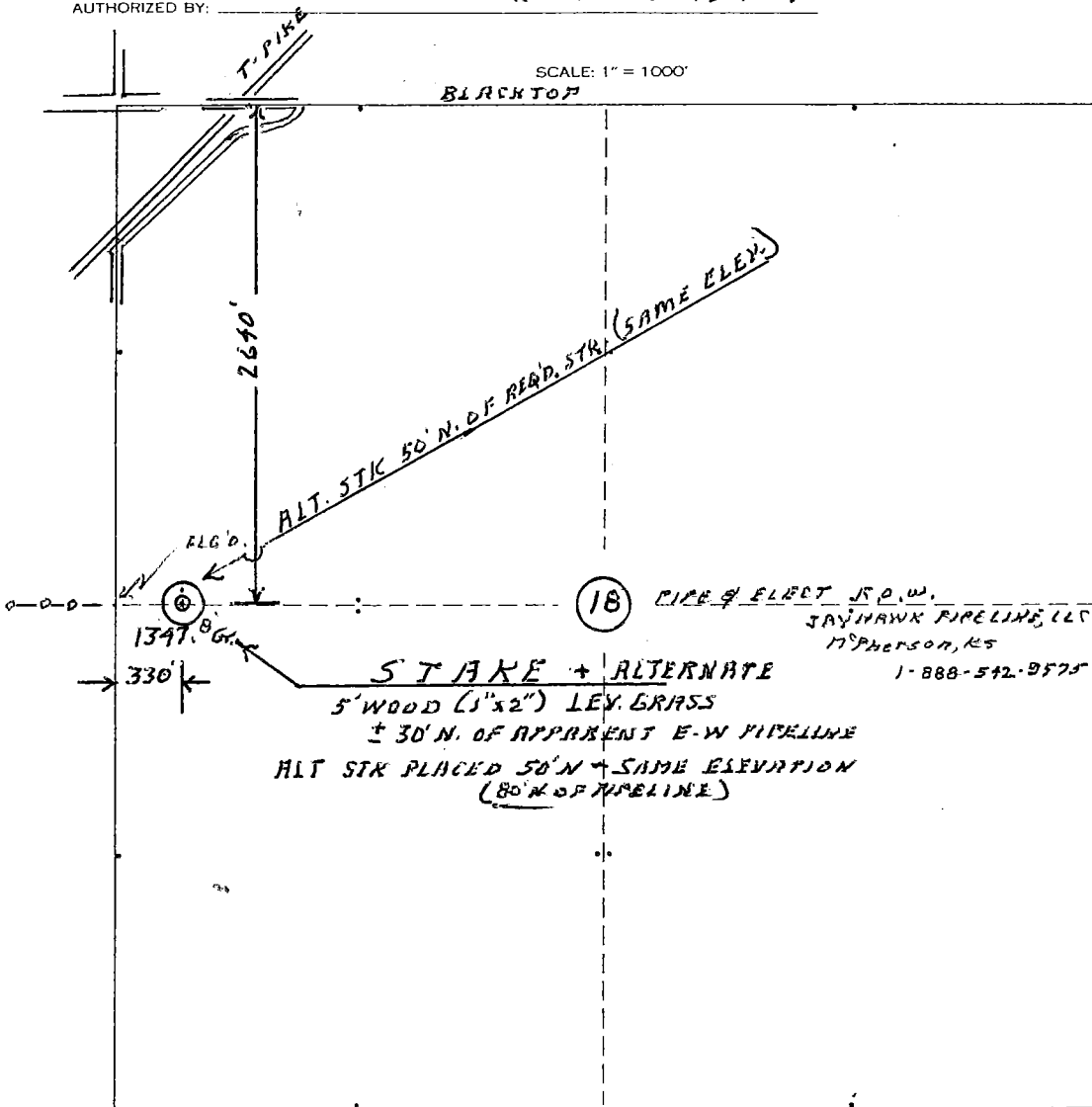
S T R

LOCATION

ELEVATION: 1347.8' gr. @ stk.

Vess Oil Corporation
1700 Waterfront Pkwy. - #500
Wichita, KS 67206

AUTHORIZED BY: Mr. Coats (ph & ltr. 1/31/11)



Note: Mr. Steve Darwin present & picked alternate. Thanks.

Date: 16 February 2011

R. E. Moser
Surveyor: R. E. Moser, R.L.S. #329 KS

Adam Hess

Dated April 7, 1900.

Rebecca Hess

Acknowledged April 9, 1900
P. R. Leydig, Notary Public,
Butler County, Kansas (Seal)

To

The Citizens State Bank, of
El Dorado.

Filed for record April 9, 1900
and duly recorded in Volume 76
of Mortgages Page 316 of the rec-
ords of Butler County, Kansas.

Mortgage

Consideration-\$417.00

Description- The West Half of the North West Quarter, and the West Half
of the South West Quarter, Section No 18, Township No 26,
North, Range No 5 East.

On the margin of the record is in words and figures as follows:

\$417.00 Received Aug. 4, 1903.

Received of Adam Hess the within named mortgage, the sum of
Four hundred and seventeen and 00/100 Dollars in full satisfaction of the

Citizens State Bank of El Dorado,
(Seal) P. R. Leydig, Notary.

Witnessed at Butler County,

This satisfaction is filed for entry on the 4 day of Aug.

1903, at El Dorado, Kan.

P. R. Leydig, Register of Deeds.

OIL AND GAS LEASE.

AGREEMENT, Made and entered into the 29 day of May A.D. 1914, by
and between A. Hess and R. J. Hess his wife, of El Dorado Kans, parties
of the first part, lessors, and W. M. McKnab, of Tulsa Kan party of
second part; Lessee:

Witnessed that the said parties of the first part, for and in
consideration of the sum of One Dollar to them in hand well and truly
paid by the party of the second part, the receipt of which is
hereby acknowledged, and of the covenants and agreements hereinafter
contained on the part of the party of the second part to be paid, kept
and performed, have granted, demised, leased and let by these present
does grant, demise; lease and let unto the said second party heirs,
executors, administrators, successors or assigns' for the sole and only
purpose of mining and operating for oil and gas, and of laying pipe
lines, and building tanks, powers, station and structures thereon to
produce and to take care of said products, all that certain tract of
land situated in the County of Butler State of Kan. described as fol-
lows, to-wit:

North West Quarter Section 18. South West Quarter Section 18
of Section Township 26, Range 5 and containing 320 acres,
more or less.

It is agreed that this lease shall remain in force for a term of
five years from this date and as long thereafter as oil or gas, or
either of them is produced from said land by the party of the second
party his heirs, administrators, executors, successors and assigns.

In consideration of the premises the said party of the second
part covenants and agrees:

1st. To deliver to the credit of the first party his heirs or
assigns, free of cost, in the pipe line to which it may connect its
wells, the equal one-eighth part of all oil produced and saved from
the leased premises.

2nd. To pay the first part Two Hundred Dollars, each year in advance, for the gas from each well where gas only is found, while the same is being used off the premises, and the first part to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the well or lease line.

3rd. To pay to the first parties for gas produced from any oil well and used off the premises at the rate of Fifty Dollars per year, for the time during which such gas shall be used, said payments to be made each three months in advance.

The party of the second part agrees to complete a well on said premises within one year from the date hereof, or pay at the rate of Fifty Cents per acre, except as to such part of said premises as is surrendered as hereinafter provided for, for each additional year such completion is delayed from the time above mentioned for the completion of such well until a well is completed; said rental to be paid quarterly in advance; and it is agreed that the completion of such well shall be and operate as a full liquidation of all rent under this provision during the remainder of the term of this lease.

The party of the second part shall have the right to use, free of cost, gas, oil and water produced on said land for its operation there on, except water from the wells of the first party.

When requested by first party, the second party shall bury its pipe lines below plow depth.

No well shall be drilled nearer than 300 feet to the house or barn on said premises.

Second party shall pay for damages caused by him to growing crops on said land.

The party of the second part 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.

The party of the second part shall not be bound by any change in the ownership of said land until duly notified of any such change, either by notice in writing duly signed by the parties to the instrument of conveyance, or by receipt of the original instrument of conveyance, or a duly certified copy thereof.

All payments which may fall due under this lease may be made by check directly to A. Hess, or deposited by Second party to his credit in The Citizens State Bank of El Dorado, Kansas.

It is agreed that the lessee upon the payment of One Dollar shall have the right to surrender and cancel this lease in toto or as to any part of the premises hereinbefore described as the lessee may elect upon filing in the proper recording office a duly executed release thereof and all payments and liabilities provided for herein shall cease and determine except as to such portions of the said premises that the lessee shall at his option elect to retain, provided that in the event any suit or action is brought in any court by the lessee to enforce this lease, then this clause providing for the surrender of this lease by the lessee shall become inoperative immediately and concurrently with the commencement of such suit or action.

This lease and all provisions herein, shall bind, and run in favor of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

Upon failure of the lessee to comply with conditions of this lease or to make any of the payments above provided for delay in completing a well on the date upon which the same become due, the lessor-- shall have a right to declare a forfeiture of this lease if such payment be not made within 30 days after written notice to pay the same.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

33 continued.

WITNESS:

A. HESS. (SEAL)
R. J. HESS (SEAL)
W. M. McKNAB. (SEAL)

(ACKNOWLEDGMENT TO THE LEASE)

STATE OF KANSAS)
(SS:
COUNTY OF BUTLER)

BE IT REMEMBERED, That on this 13th day of June---- in the year of our Lord one thousand nine hundred and fourteen---, before me, a Notary Public in and for said County and State, personally appeared A. Hess, and R. J. Hess to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my official signature and notarial seal the day and year first above written.

(S E A L)

WALTER F. MCGINNIS.
NOTARY PUBLIC.

My commission expires Jan'y 23rd 1915.

ASSIGNMENT:

KNOW ALL MEN BY THESE PRESENTS;

That W. M. McKnab of tulsa County, in the State of Oklahoma the within named grantee in consideration of the sum of One Dollar & other good and valuable considerations to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign transfer, set over and convey unto Wichita Natural Gas Co. Its heirs, and assigns, the within grant.

To have and to hold the same forever, subject nevertheless, to the conditions therein contained.

In Witness Whereof, The grantee has hereunto set his hand this 17th day of November 1914.

Witness:

C. L. FORD

W. M. McKNAB.

STATE OF KANSAS, COUNTY OF BUTLER, SS:

On this 17th day of November 1914, before me, the undersigned, Notary Public in and for the County and State aforesaid, personally appeared W.M. McKnab to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal.

(S E A L)

Cora Norris, Notary Public.

My commission expires March 31st. 1916.

Filed for record on the 21st day of December, A.D. 1914, and recorded in Volume Miscellaneous "L" Page 54 of the records of Butler County, Kansas.

Assignment in Book 3 Page 1

See also follows:



ROBERT E. MOSER, R.L.S.

Oil Field Surveying

335 N. Mission Road • Wichita, Kansas 67206

(316) 683-2853

216112

INVOICE NO.

VESS OIL CORPORATION

OPERATOR

32

NO.

Hess 'A'

FARM

Butler (KS) 18 26s 05e

COUNTY S T R

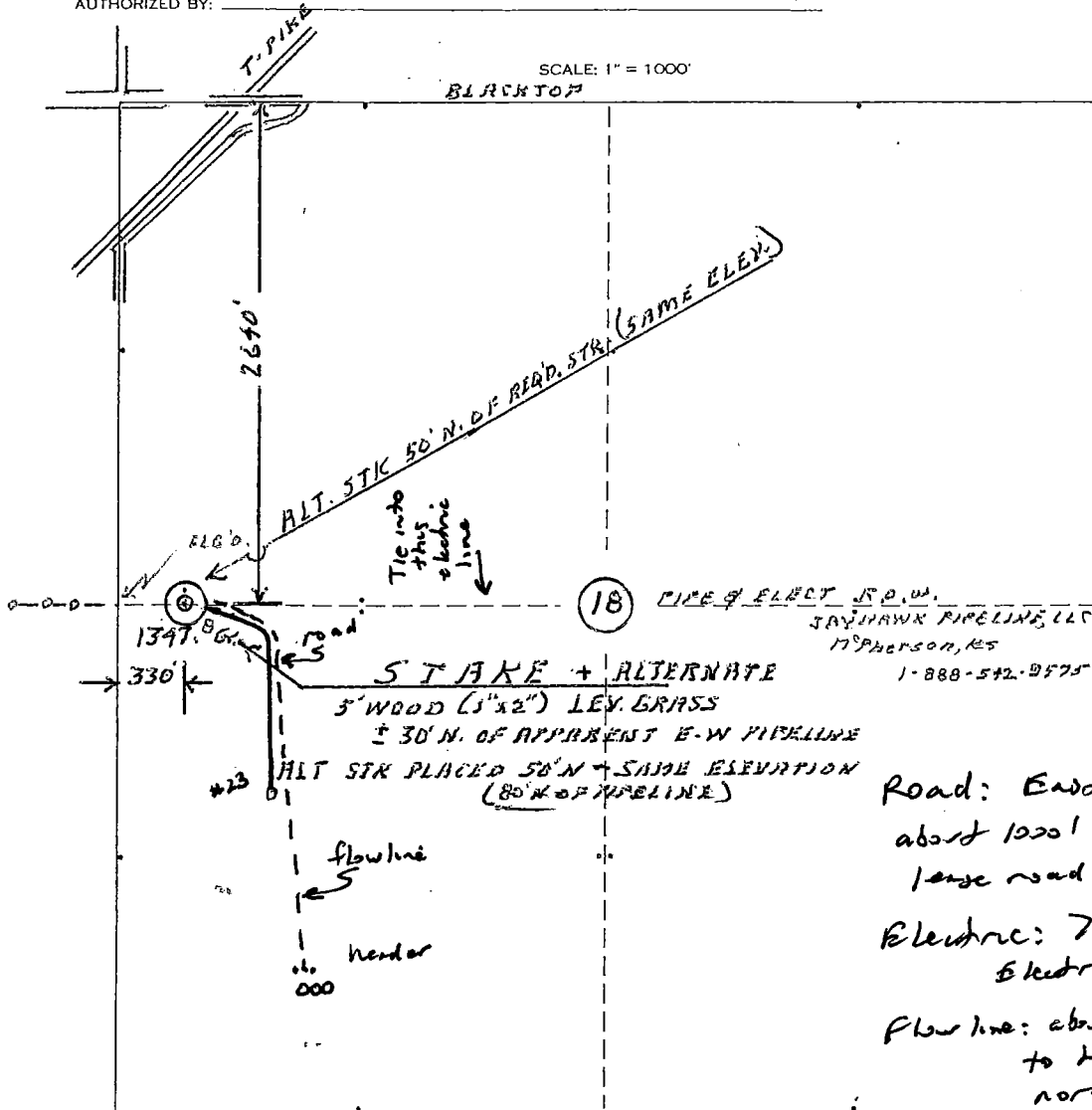
2640' FNL - 330' FWL

LOCATION

ELEVATION: 1347.8' gr. @ stk.

Vess Oil Corporation
1700 Waterfront Pkwy. - #500
Wichita, KS 67206

AUTHORIZED BY: Mr. Coats (ph & ltr. 1/31/11)



Road: East then south about 1000' to #23 where large road is

Electric: 75' south to present electric system

Flowline: about 2500' south east to header at battery north side

Note: Mr. Steve Darwin present & picked alternate. Thanks.

Date: 16 February 2011

R. E. Moser

Surveyor: R. E. Moser, R.L.S. #329 KS