



1053580

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

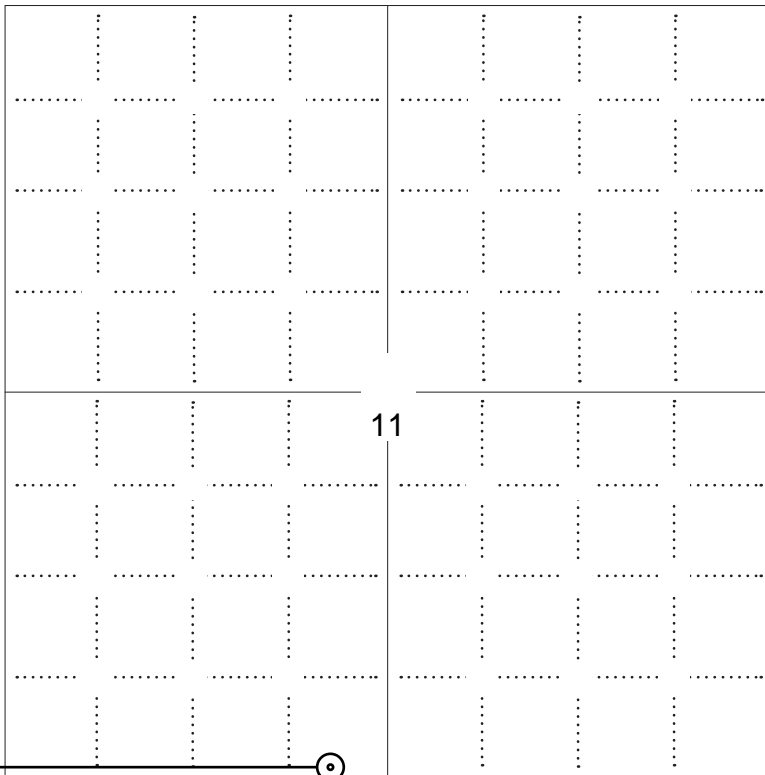
Is Section: Regular or Irregular

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.

74 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.



KANSAS CORPORATION COMMISSION 1053580
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): _____-_____-_____-_____	
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.	
<p>Submitted Electronically</p>			

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.

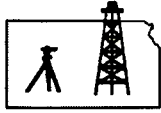
If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary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

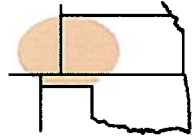
I Submitted Electronically



Pro-Stake LLC

Oil Field & Construction Site Staking

P.O. Box 2324
Garden City, Kansas 67846
Office/Fax: (620) 276-6159
Cell: (620) 272-1499



b101030-r
PLAT NO.

9271
INVOICE NO.

Palomino Petroleum

OPERATOR

Ness County, KS

COUNTY

#1 Dumler Unit

LEASE NAME

74' FSL - 2237' FWL

LOCATION SPOT

11 **17s** **26w**
Sec. Twp. Rng.

SCALE: **1" = 1000'**
DATE STAKED: **Mar. 24th, 2011**
MEASURED BY: **Ben R.**
DRAWN BY: **Luke R.**
AUTHORIZED BY: **Klee W.**

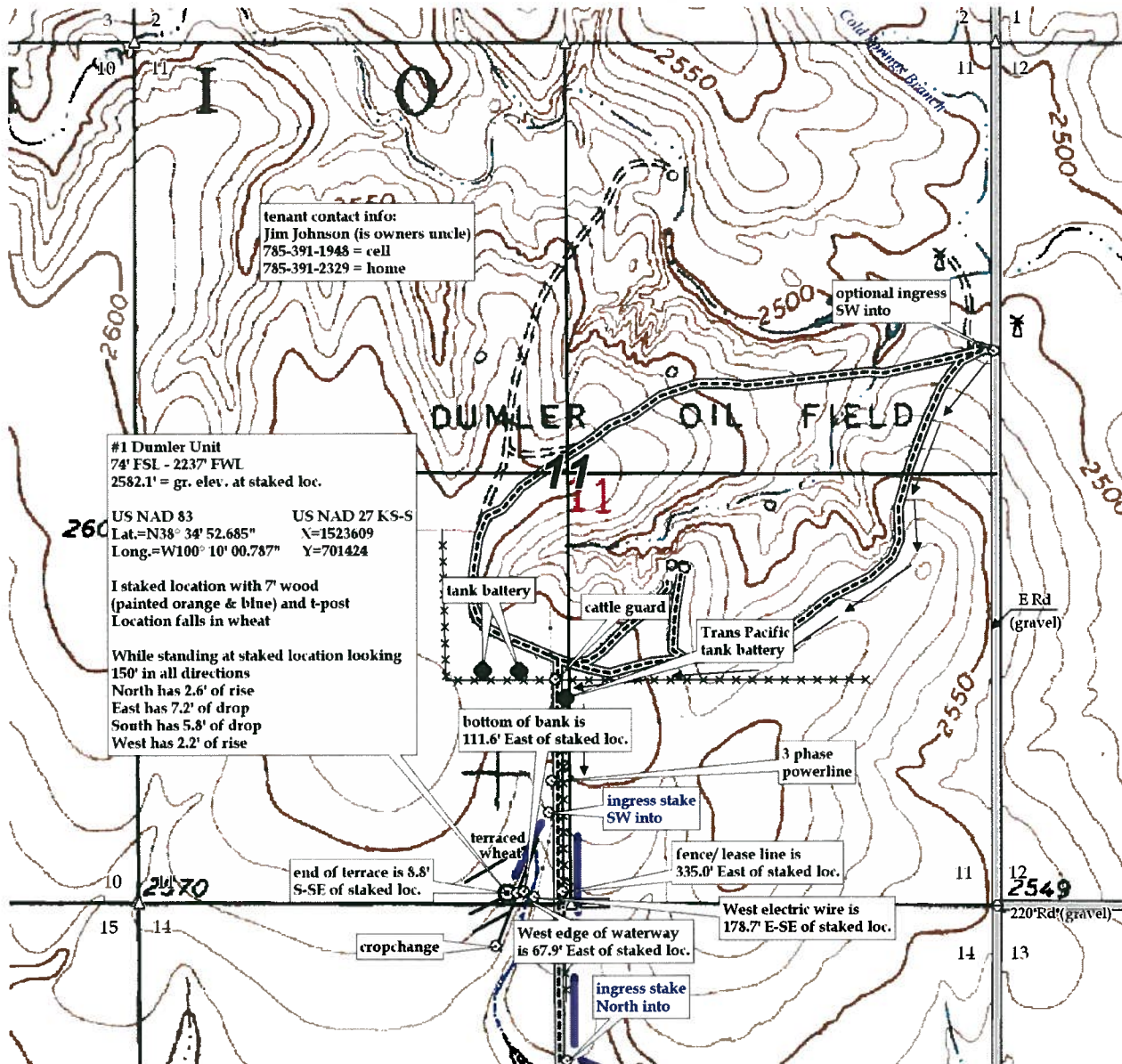


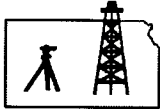
GR. ELEVATION: **2582.1'**

Directions: From the SW side of Utica, KS at the intersection of Hwy 4 and Jackson Ave – Now go 1 mile East on Hwy 4 – Now go 4 miles South on E Rd to the SE corner of 11-17s-26w – Now go 0.5 mile South on E Rd to ingress stake West into – Now go 0.3 mile West on lease rd to ingress stake North into – Now go 0.4 mile N-NW into to ingress stake North into – Now go 0.3 mile North on lease rd to ingress stake SW into – Now go approx. 560' SW through wheat into staked location.

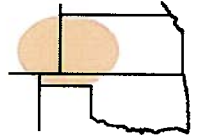
Final ingress must be verified with land owner or Operator

This drawing does not constitute a monumented survey or a land survey plat This drawing is for construction purposes only





Pro-Stake LLC
 Oil Field & Construction Site Staking
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 Garden City, Kansas 67846
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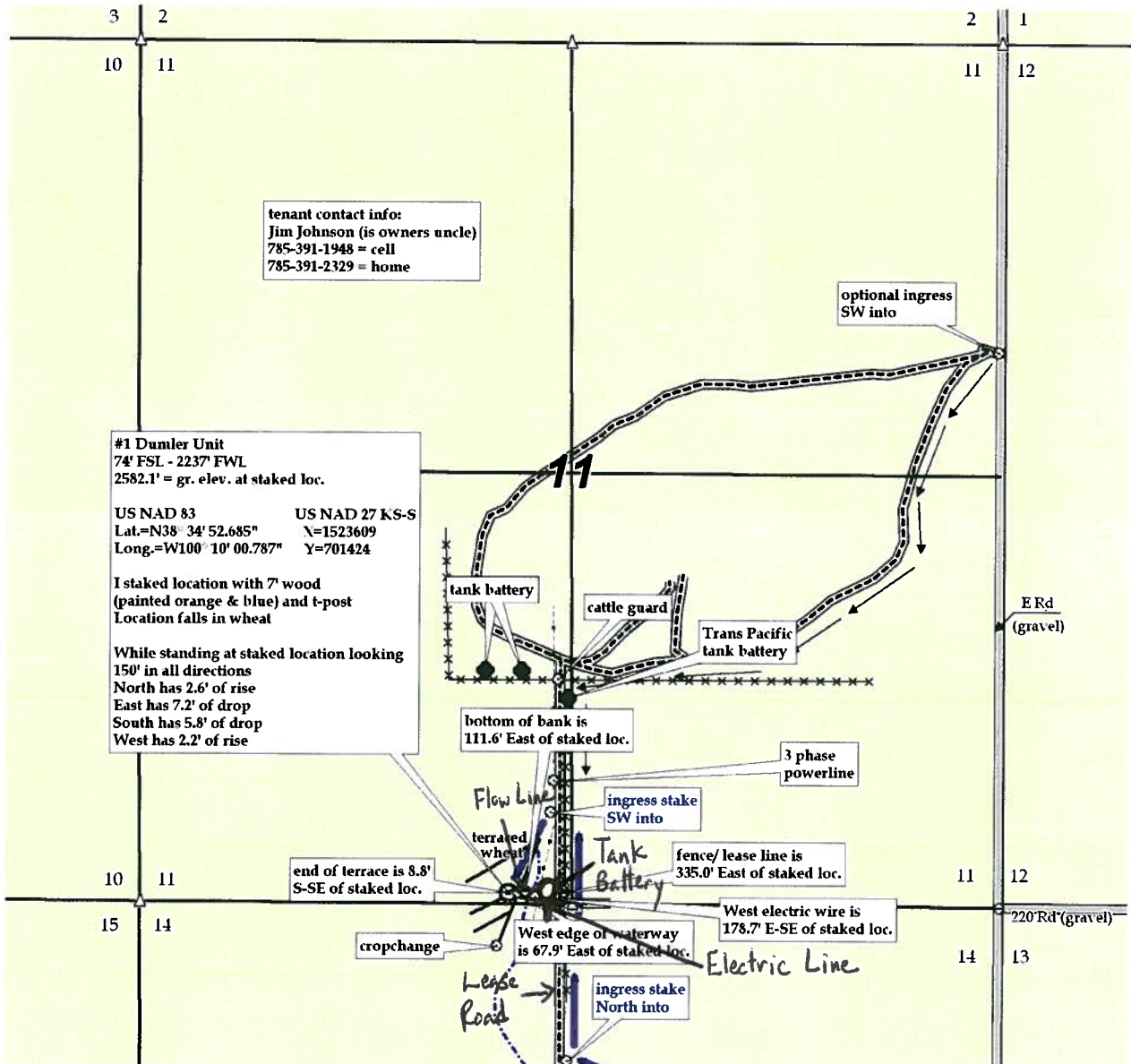
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Final ingress must be verified with land owner or Operator



AMENDMENT TO OIL AND GAS LEASE

WHEREAS, Trans Pacific Oil Corporation (TPOC) is the owner of an oil and gas lease, between T. B. Dumler and Margaret S. Dumler, his wife, as Lessor and TPOC, as Lessee, dated March 2nd, 1971 and recorded in Book 90 Page 232 in the Ness County Register of Deeds, covering the following:

Southeast Quarter (NW/4)

In Section 14 Township 17S Range 26W and containing 160 acres, more or less, and all accretions thereto.

AND

WHEREAS TPOC wishes to amend the above described oil and gas lease with the inclusion of the following paragraph.

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 lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of 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 of 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 from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or 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.

AND

WHEREAS it has been agreed by both TPOC and the Lessee's successors, heirs and assigns that the aforementioned paragraph will be included, enforced and binding upon all parties and their heirs and assigns. It is also agreed that the inclusion of the above in no way affects or alters any other binding language of the referenced oil and gas lease

This AMENDMENT TO OIL AND GAS LEASE is agreed upon and shall be made effective as of this 29 day of March 2011.

James P. Johnson

Nadra Ozell Johnson

James P. Johnson

Nadra Ozell Johnson

ACKNOWLEDGEMENT FOR INDIVIDUAL

STATE OF KANSAS

COUNTY OF NESS

The foregoing instrument was acknowledged before me on this 25 day of March 2011 By James P. Johnson and Nadra Ozell Johnson

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires 05-08-13
RICHARD D. SCHWINDT
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 05-08-13

Richard D. Schwandt
Notary Public

AMENDMENT TO OIL AND GAS LEASE

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AND

WHEREAS it has been agreed by both TPOC and the Lessee's successors, heirs and assigns that the aforementioned paragraph will be included, enforced and binding upon all parties and their heirs and assigns. It is also agreed that the inclusion of the above in no way affects or alters any other binding language of the referenced oil and gas lease.

This AMENDMENT TO OIL AND GAS LEASE is agreed upon and shall be made effective as of this 12th day of March, 2011.

Brock Davidson

Brock Davidson

ACKNOWLEDGEMENT FOR INDIVIDUAL

STATE OF Kansas)

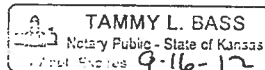
COUNTY OF Pratt)

The foregoing instrument was acknowledged before me on this 12th day of March, 2011 By Brock Davidson

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written

My commission expires:

Tammy L. Bass
Notary Public



AMENDMENT TO OIL AND GAS LEASE

WHEREAS, Trans Pacific Oil Corporation (TPOC) is the owner of an oil and gas lease, between T. B. Dumler and Margaret S. Dumler, his wife, as Lessor and TPOC, as Lessee, dated March 2nd, 1971 and recorded in Book 90 Page 232 in the Ness County Register of Deeds, covering the following:

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AND

WHEREAS it has been agreed by both TPOC and the Lessee's successors, heirs and assigns that the aforementioned paragraph will be included, enforced and binding upon all parties and their heirs and assigns. It is also agreed that the inclusion of the above in no way affects or alters any other binding language of the referenced oil and gas lease.

This AMENDMENT TO OIL AND GAS LEASE is agreed upon and shall be made effective as of this 19 day of March 2011

Melinda Faye Hammond

Melinda Faye Hammond

ACKNOWLEDGEMENT FOR INDIVIDUAL

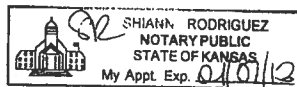
STATE OF KS

COUNTY OF Harvey

The foregoing instrument was acknowledged before me on this 19th day of March 2011 by Melinda Faye Hammond

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires: 01/07/13



Shianne Rodriguez
Notary Public

AMENDMENT TO OIL AND GAS LEASE

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AND

WHEREAS it has been agreed by both TPOC and the Lessee's successors, heirs and assigns that the aforementioned paragraph will be included, enforced and binding upon all parties and their heirs and assigns. It is also agreed that the inclusion of the above in no way affects or alters any other binding language of the referenced oil and gas lease.

This AMENDMENT TO OIL AND GAS LEASE is agreed upon and shall be made effective as of this 1 day of March, 2011.

Crystall Ann Schmidt

Crystall Ann Schmidt

ACKNOWLEDGEMENT FOR INDIVIDUAL

STATE OF Kansas

COUNTY OF Barton

The foregoing instrument was acknowledged before me on this 1st day of March 2011 By Crystall Ann Schmidt

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires.

State of Kansas - Notary Public
Sandra S. Smith
My Commission Expires 8-23-2012

Sandra S. Smith
Notary Public

AMENDMENT TO OIL AND GAS LEASE

WHEREAS, Trans Pacific Oil Corporation (TPOC) is the owner of an oil and gas lease, between T. B. Dumler and Margaret S. Dumler, his wife, as Lessor and TPOC, as Lessee, dated March 2nd, 1971 and recorded in Book 90 Page 232 in the Ness County Register of Deeds, covering the following:

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AND

WHEREAS it has been agreed by both TPOC and the Lessee's successors, heirs and assigns that the aforementioned paragraph will be included, enforced and binding upon all parties and their heirs and assigns. It is also agreed that the inclusion of the above in no way affects or alters any other binding language of the referenced oil and gas lease.

This AMENDMENT TO OIL AND GAS LEASE is agreed upon and shall be made effective as of this 11th day of March 2011

Julie Diane Scott

Julie Diane Scott

ACKNOWLEDGEMENT FOR INDIVIDUAL

STATE OF Kansas)

COUNTY OF Pratt)

The foregoing instrument was acknowledged before me on this 11 day of March 2011 By Julie Diane Scott

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires: 1-7-13

Mark Louche
Notary Public

MARK LOUCHE
NOTARY PUBLIC
STATE OF KANSAS
1-7-13

CONSENT TO UNITIZE AGREEMENT

LESSORS: Julie Diane Scott and David L. Scott, her husband

LESSEE: Palomino Petroleum, Inc.

ACREAGE: SW/4 Section 11-17S-26W

COUNTY: NESS COUNTY, KS

DATE: March 14, 2011

The undersigned hereby consent to unitize SW/4 Sec. 11-17S-26W (Ness County, KS) with N/2 NW/4 Sec. 14-17S-26W (Ness County, KS) in accordance with the base lease signed on January 25th, 2006 (Book 300, Page 81) and extended effective January 25th, 2008 (Book 314, Page 166) and January 25th, 2010 (Book 328, Page 579).

Julie Diane Scott
Julie Diane Scott

3-26-11
Date

David L. Scott
David L. Scott

3-26-11
Date

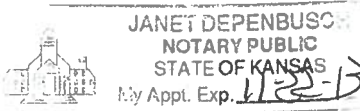
STATE OF KANSAS
COUNTY OF Pratt ss:

BE IT REMEMBERED, that on this 26th of March 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Julie Diane Scott and David L. Scott, her husband personally known to me to be the identical persons who executed the foregoing CONSENT TO UNITIZE AGREEMENT and acknowledge 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 hand the day and year last above written.

Janet Depenbusch
NOTARY PUBLIC

My commission expires: 11-22-13



CONSENT TO UNITIZE AGREEMENT

LESSORS: Brock K. Davidson and Heather R. Davidson, his wife

LESSEE: Palomino Petroleum, Inc.

ACREAGE: SW/4 Section 11-17S-26W

COUNTY: NESS COUNTY, KS

DATE: March 14, 2011

The undersigned hereby consent to unitize SW/4 Sec. 11-17S-26W (Ness County, KS) with N/2 NW/4 Sec. 14-17S-26W (Ness County, KS) in accordance with the base lease signed on January 25th, 2006 (Book 300, Page 81) and extended effective January 25th, 2008 (Book 314, Page 166) and January 25th, 2010 (Book 328, Page 579).


Brock K. Davidson

3/17/11
Date


Heather R. Davidson

3/17/2011
Date

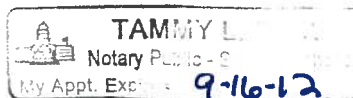
STATE OF KANSAS
COUNTY OF Pratt, ss:

BE IT REMEMBERED, that on this 17 of March, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Brock K. Davidson and Heather R. Davidson, his wife personally known to me to be the identical persons who executed the foregoing CONSENT TO UNITIZE AGREEMENT and acknowledge 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 hand the day and year last above written.


NOTARY PUBLIC

My commission expires: 9-16-12



CONSENT TO UNITIZE AGREEMENT

LESSORS: Crystal Ann Schmidt and Clay S. Schmidt, her husband

LESSEE: Palomino Petroleum, Inc.

ACREAGE: SW/4 Section 11-17S-26W

COUNTY: NESS COUNTY, KS

DATE: March 14, 2011

The undersigned hereby consent to unitize SW/4 Sec. 11-17S-26W (Ness County, KS) with N/2 NW/4 Sec. 14-17S-26W (Ness County, KS) in accordance with the base lease signed on January 25th, 2006 (Book 300, Page 81) and extended effective January 25th, 2008 (Book 314, Page 166) and January 25th, 2010 (Book 328, Page 579).

Crystal Ann Schmidt
Crystal Ann Schmidt

3-21-11
Date

Clay S. Schmidt
Clay S. Schmidt

3-21-11
Date

STATE OF KANSAS
COUNTY OF Barton, ss:

BE IT REMEMBERED, that on this 21st of March, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Crystal Ann Schmidt and Clay S. Schmidt, her husband personally known to me to be the identical persons who executed the foregoing CONSENT TO UNITIZE AGREEMENT and acknowledge 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 hand the day and year last above written.

Sandra S. Smith
NOTARY PUBLIC

My commission expires 8-23-2012

State of Kansas - Notary Public
Sandra S. Smith
My Commission Expires 8-23-2012

CONSENT TO UNITIZE AGREEMENT

LESSORS: Melinda Faye Hammond and Marc E. Hammond

LESSEE: Palomino Petroleum, Inc.

ACREAGE: SW/4 Section 11-17S-26W

COUNTY: NESS COUNTY, KS

DATE: March 14, 2011

The undersigned hereby consent to unitize SW/4 Sec. 11-17S-26W (Ness County, KS) with N/2 NW/4 Sec. 14-17S-26W (Ness County, KS) in accordance with the base lease signed on January 25th, 2006 (Book 300, Page 81) and extended effective January 25th, 2008 (Book 314, Page 166) and January 25th, 2010 (Book 328, Page 579).

Melinda Faye Hammond
Melinda Faye Hammond

3-19-11
Date

Marc E. Hammond
Marc E. Hammond

3-19-11
Date

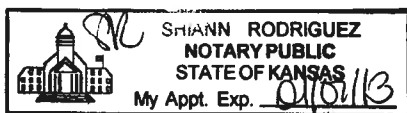
STATE OF KANSAS
COUNTY OF Harvey, ss:

BE IT REMEMBERED, that on this 19th of March, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Melinda Faye Hammond and Marc E. Hammond, her husband, personally known to me to be the identical persons who executed the foregoing CONSENT TO UNITIZE AGREEMENT and acknowledge 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 hand the day and year last above written.

Shiann Rodriguez
NOTARY PUBLIC

My commission expires: 01/07/13



CONSENT TO UNITIZE AGREEMENT

LESSORS: Nadra Ozell Johnson and James P. Johnson

LESSEE: Palomino Petroleum, Inc.

ACREAGE: SW/4 Section 11-17S-26W

COUNTY: NESS COUNTY, KS

DATE: March 14, 2011

The undersigned hereby consent to unitize SW/4 Sec. 11-17S-26W (Ness County, KS) with N/2 NW/4 Sec. 14-17S-26W (Ness County, KS) in accordance with the base lease signed on January 25th, 2006 (Book 300, Page 81) and extended effective January 25th, 2008 (Book 314, Page 166) and January 25th, 2010 (Book 328, Page 579).

Nadra Ozell Johnson
Nadra Ozell Johnson

3-17-11
Date

James P. Johnson
James P. Johnson

3-17-11
Date

STATE OF KANSAS
COUNTY OF Ness, ss:

BE IT REMEMBERED, that on this 17th of March, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Nadra Ozell Johnson and James P. Johnson, her husband, personally known to me to be the identical persons who executed the foregoing CONSENT TO UNITIZE AGREEMENT and acknowledge 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 hand the day and year last above written.

Wesley L. Penner, Jr.
NOTARY PUBLIC - Wesley L. Penner, Jr.

My commission expires: 3/9/14

