

Well will not be drilled or Permit Expired Date: _

Signature of Operator or Agent:

For KC	C Use:			
Effective	Date:			
District #	#			
SGA?	Yes	No		

SGA?

KANSAS CORPORATION COMMISSION 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

Name:	Expected Spud Date:		T	Spot Description:
OPERATOR: Licenses Name: Name: Address 1: Address 2: Clin: Contact Person: Check Person: Check Person: Check Person: Contact P		month da	ay year	
Name: Address 1: Address 2: City: State: Zip: Countary: Counter Person: Phone: CONTRACTOR: License# Name: Well Drilled For: Well Class: Type Equipment:	OPERATOR: License#			
Address 2:				feet from E / W Line of Section
Address 2:				Is SECTION: Regular Irregular?
County:				(Note: Locate well on the Section Plat on reverse side)
Lease Name: Well #:- Prince: CONTRACTOR: License# Name: Well #:- Prince: Field Name: Field Name: Target Formation(s): Name: Target Fo				(
Finds Name: Well Drilled For: Well Class: Type Equipment: Target Formation(s): Nearest Lease or unit boundary line (in footage): Target Formation(s): Nearest Lease or unit boundary line (in footage): Target Formation(s): Nearest Lease or unit boundary line (in footage): Target Formation(s): Nearest Lease or unit boundary line (in footage): Target Formation(s): Nearest Lease or unit boundary line (in footage): Target Formation(s): Nearest Lease or unit boundary line (in footage): Target Formation(s): Nearest Lease or unit boundary line (in footage): Target Formation(s): Nearest Lease or unit boundary line (in footage): Target Formation(s): Nearest Lease or unit boundary line (in footage): Target Formation(s): Nearest Lease or unit boundary line (in footage): Target Formation(s): Nearest Lease or unit boundary line (in footage): Target Formation(s): Nearest Lease or unit boundary line (in footage): Nearest Lease or unit boundary line (in	Contact Person:		<u> </u>	, -
Is his a Prorated / Spaced Field? Target Formation(s): Target	Phone:			
Name: Well Drilled For: Well Class: Type Equipment: Nearest Lease or unit boundary line (in footage): Service Storage Storage Pool Ext. Air Rotary Water Storage Pool Ext. Air Rotary Water well within one-quarter mile: Yellow water supply well within one-quarter mile: Yellow to bottom of fresh water: Depth to bottom of fresh	CONTRACTOR: License#			
Well Drilled For: Well Class: Type Equipment: Nearest Lease or unit boundary line (in footage): Ground Surface Elevation: Wild Cat Wildcat Wildcat Ground Surface Elevation: Wild water well within one quarter mile: Wildcat Wi				
Ground Surface Elevation: Ground Surface Elevation: Water well within one-quarter mile: Water well within one mile: Water Surface Pipe by Alternate: I I Length of Surface Pipe Planned to be set: Length of Surface Pipe Planned to Destinate: Leng	vanie.			
Gas Storage Pool Ext. Air Rotary Storage Pool Ext. Air Rotary Public water supply well within one-quarter mile: Ye Ye Ye Ye Ye Ye Ye	Well Drilled For:	Well Class:	Type Equipment:	
Gas Slorage Cole EXT. Air Rotary Public water supply well within one mile: Ye Seismic : # of Holes Other Other Depth to bottom of tresh water: Surface Pipe by Alternate: 1 II Length of Surface Pipe by Alternate: II II Length of Surface Pipe Piannet to be set: Length of Surface Pipe Piannet to Piannet	Oil Enh Re	ec Infield	Mud Rotary	
Depth to bottom of fresh water: Depth to bottom of fresh water: Depth to bottom of usable water: Depth to bottom of tresh water: Depth to buttom of to usable water: Depth to buttom of to usable water: Depth to buttom of total Depth: Depth to button of total Depth: Depth to button of total Depth: Depth to button of the steel Depth total Depth total Depth: Depth total Depth total Depth: Depth total Depth: Depth total Depth: D	Gas Storage	Pool Ext.	Air Rotary	
Depth to bottom of usable water: Depth to bottom of usable water: Surface Pipe by Alternate: I II Length of Surface Pipe by Alternate: I II Length of Surface Pipe per paned to be set: Length of Conductor Pipe (if arry): Projected Total Depth: Directional, Deviated or Horizontal wellbore? Yes No Mo Yes, true vertical depth: Directional, Deviated or Horizontal wellbore? Yes No Mo Yes, true vertical depth: Directional, Deviated or Horizontal wellbore? Yes No Mo Yes, true vertical depth: Directional, Deviated or Horizontal wellbore? Water Source for Drilling Operations: Water Source of Drilling Operati	Dispos	al Wildcat	Cable	Public water supply well within one mile: Yes No
Surface Pipe by Alternate:	Seismic ;# of	Holes Other		Depth to bottom of fresh water:
Length of Surface Pipe Planned to be set: Length of Conductor Pipe (if any): Length of Conductor Pipe (if any): Projected Total Depth: Original Completion Date: Original Total Depth: Projected Total Depth: Promation at Total Depth: Projected Total Depth: Proj	Other:			Depth to bottom of usable water:
Operator: Well Name: Original Completion Date: Original Completion Da				Surface Pipe by Alternate: II II
Well Name: Original Completion Date: Original Total Depth: Directional, Deviated or Horizontal wellbore? If Yes, true vertical depth: Bottom Hole Location: KCC DKT #: Water Source for Dirlling Operations: Water Source for Water Source For Permit with DWR Water Source for Dirlling Operations: Water Source for Dirlling Operations: Water Source for Permit Water DwR DWR Water Source for Permit with DWR W	If OWWO: old well in	iformation as follows:		Length of Surface Pipe Planned to be set:
Well Name: Original Completion Date: Original Total Depth: Formation at Total Depth: Water Source for Drilling Operations: Water Source for Drilli	Operator:			Length of Conductor Pipe (if any):
Original Completion Date: Original Total Depth: Water Source for Drilling Operations: Water Source for Drilling Operation one Source Water Source for Drilling Operation one Source Water Source Water Source With Normal Drilling Operation one Source one Source Water Source Water Source Operation one Source Operation Operation one Source Operation Operati	·			Projected Total Depth:
Water Source for Drilling Operations: Water Source for Drilling For Source for Drill ## Parmond				
Directional, Deviated or Horizontal wellbore? Yes			,	
Mote: Apply for Permit with DWR DWR Permit #: (Note: Apply for Permit with DWR DWR Permit with KS.A. 55 et. seq. DWR P	Directional, Deviated or Hori	zontal wellbore?	Yes No	
Note: Apply for Permit with DWR Note: Apply for Permit with plugging of this well with Fire part of the well will plugging of this well will not part of the	f Yes, true vertical depth:			
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 plue length and placement is necessary prior to plugging formation. 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 papiles to the KCC District 3 area, alternate II cement 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. **Remember to:** File Completion Form ACO-1 within 120 days of spud date; File acreage attribution plat according to field proration orders; 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 day). Obtain written approval before disposing or injecting salt water.	Bottom Hole Location:			
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 cement 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 Remember to: - File Certification of Compliance with the Kansas Surface Owner Notifica Act (KSONA-1) with Intent to Drill; File Drill Pit Application (form CDP-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 day) of the plugging report (CP-4) after plugging is completed (within 60 day) of the plugging report (CP-4) after plugging is completed (within 60 day) of the plugging report	KCC DKT #:			
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Conductor pipe required	For KCC Use ONLY	•		- File Certification of Compliance with the Kansas Surface Owner Notification
Minimum surface pipe requiredfeet per ALTIIIIIII	For KCC Use ONLY API # 15	•		- File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill;
Approved by:	For KCC Use ONLY API # 15	•		 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;
This authorization expires: (This authorization void if drilling not started within 12 months of approval date.) - Submit plugging report (CP-4) after plugging is completed (within 60 day) - Obtain written approval before disposing or injecting salt water.	For KCC Use ONLY API # 15 Conductor pipe required	•	feet	 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;
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Spud date: Agent: please check the box below and return to the address below.	For KCC Use ONLY API # 15 Conductor pipe required Minimum surface pipe requ Approved by: This authorization expires:	iired	feet per ALT. I	 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.

Side Two



SEWARD CO.

3390' FEL

1980' FSL

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: _							_ Lo	cation of W	/ell: Cour	nty:			
Lease:										fee	t from N	N / □ S Li	ne of Section
Well Number											t from E	E / W Li	ne of Section
Field:							_ Se	C	Twp	S	S. R	L E	W
Number of	Acres attri	butable to	well:				- ls 9	Section:	Regu	ılar or	Irregular		
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	lease roa	ds, tank ba	atteries, pi	pelines an	d electrical	lines, as	required b	y the Kans	sas Surfac	ce Owner No	otice Act (Hoi	use Bill 2032).	
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NOTE: In all cases locate the spot of the proposed drilling locaton.

1539 ft.

241 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 OIL & GAS CONSERVATION DIVISION

053941

Form CDP-1 May 2010 Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

Operator Name:			License Number:
Operator Address:			
Contact Person:			Phone Number:
Lease Name & Well No.:			Pit Location (QQQQ):
Type of Pit: Emergency Pit Burn Pit Settling Pit Drilling Pit Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled) Is the pit located in a Sensitive Ground Water A		Existing nstructed: (bbls)	SecTwpR East WestFeet from North / South Line of SectionFeet from East / West Line of SectionCounty Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)
Is the bottom below ground level?	Artificial Liner? Yes N	No	How is the pit lined if a plastic liner is not used?
	Length (fee		Width (feet) N/A: Steel Pits No Pit
If the pit is lined give a brief description of the li material, thickness and installation procedure.	illel		dures for periodic maintenance and determining any special monitoring.
Distance to nearest water well within one-mile of	of pit:	Depth to shallo Source of infor	west fresh water feet. mation:
feet Depth of water well	feet	measured	well owner electric log KDWR
Emergency, Settling and Burn Pits ONLY:		Drilling, Work	over and Haul-Off Pits ONLY:
Producing Formation:		Type of materia	al utilized in drilling/workover:
Number of producing wells on lease:		Number of work	king pits to be utilized:
Barrels of fluid produced daily:		Abandonment	procedure:
Does the slope from the tank battery allow all s flow into the pit? Yes No	pilled fluids to	·	be closed within 365 days of spud date.
Submitted Electronically			
	KCC	OFFICE USE O	NLY Liner Steel Pit RFAC RFAS
Date Received: Permit Num	ber:	Permi	it Date: Lease Inspection: Yes No



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1053941

Form KSONA-1
July 2010
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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 #	Well Location:
	County:
Address 1:	Lease Name: Well #:
Address 2: City: State: 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 sheet listing all of the information to the left for each surface owner. Surface
Address 1:	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:	
the KCC with a plat showing the predicted locations of lease roads, tank are preliminary non-binding estimates. The locations may be entered of Select one of the following: I certify that, pursuant to the Kansas Surface Owner Notice A owner(s) of the land upon which the subject well is or will be ICP-1 that I am filing in connection with this form; 2) if the form form; and 3) my operator name, address, phone number, fax, a I have not provided this information to the surface owner(s). I a	acknowledge that, because I have not provided this information, the vner(s). To mitigate the additional cost of the KCC performing this
If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-	fee with this form. If the fee is not received with this form, the KSONA-1 vill be returned.
Submitted Electronically	
	_

RATIFICATION OF OIL AND GAS LEASE

Vergie L. Anderson and Dennis Mark Anders[t]on, wife and husband, and Lester H. Ideker, Jr. and Janel S. Ideker, husband and wife, as Lessor, and TGXploration, L.L.C., as Lessee, recorded in Book M 108, Page 34 of the records of Pawnee County, Kansas, which covers the followingdescribed lands: REFERENCE IS MADE TO that certain oil and gas lease dated June 30, 2006, between

Township 20 South, Range 19 West

Section 24: SW/4 Containing 160 acres, more or less; Pawnee County, Kansas

thereafter as said lease may be maintained in force pursuant to the terms thereof. therein. executed August 17th lease continues to be in full force and effect based on this document and extension terms and provisions of said lease, and as to said land, do hereby agree and declare that said lease, demise, and let said land unto MAK-J Energy Kansas, LLC subject to and under all of the above described oil and gas lease in so far as it covers the above described land, and do hereby valuable consideration, made of the NOW THEREFORE in consideration of the sum of One Dollar (\$1.00) and other good and It is acknowledged that the term of said lease is extended to June 30, 2011 and so long entire bonus 2009. the consideration necessary to extend oil and gas lease as set forth undersigned do hereby ratify, approve, confirm, and adopt the Further, the undersigned confirm that payment has been duly document

This instrument may be executed in counterparts, all of which shall be considered to comprise one instrument as if one instrument had been executed

This document is executed effective the 2nd day of November, 2010.

₽.

Vergre L. Anderson

Dennis

Janel S. Ideker

X M

Bock: Receipt #: 34688 Pages Recorded: 2 Date Recor STATE OF KANSAS, PANNEE COUNTY, SS JACONE SCHILZE, REGISTER OF DEEDS JACONE MILE PAGE BY 10tal Fees: \$12.88 ro

Recorded: 12/2/2010 9:25:01 AM

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STATE OF Kansas Spelic; acknowledgment for Individual (Ksokcone) COUNTY OF Edwards Libya ACKNOWLEDGMENT FOR INDIVIDUAL (Ksokcone) The foregoing instrument was acknowledged before me this day of November 2010 November 2010 November 2010
acknowledgment for individual (kso
The foregoing instrument was acknowledged before me this 16 day of November 2010 By Lester H. Ideker, Jr. and Janet 5. Ideker, his wife
My commission expires 84/13 2464 Adrian Devonlyles Washing
STATE OF ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
My commission expires Notary Public
STATE OFACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) The foregoing instrument was acknowledged before me thisday of
Notary Public
STATE OFACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
Notary Public
COUNTY OFACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)
instrument was acknowledged before me this -
corporation, on behalf of the corporation.

Notary Public

EXTENSION OF OIL AND GAS LEASE

STER OF OTHER

WHEREAS, MAK-J Energy Kansas, LLC

BOOK: if1114 Fage:
Receipt #: 33028
Pages Recorded: 2
Date Recorded: 11/6/2009 10:00:00 AM

the following described land in Pawnee is/are the owner(s) and holder(s) of an oil and Pawnee County, State of

Southwest Quarter (4/WS)

Before me, the undersigned, a Notary Public, wind he will be and Dennis Mark Anderson, her hupersonally known to be the identical person who executed the act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set is last above written.	STATE OF Kansas) A	Num JS Scan Num JS	WHEREAS, said lease expires in the absence of drilling operations of June 30, 2009 and the said owner(s) and holder(s) desire(s) lease extended; NOW, THEREFORE, the undersigned, for themselves, their heirs, exadministrators and assigns, for and in consideration ofOne and NO Dollars, in hand paid, the receipt whereof is hereby acknowledged, does here term of said lease shall be and is hereby extended, with the same tenor and effect extended term had been originally expressed in such lease, for a period of from the date of the said expiration thereof and as long thereafter as oil or gas casinghead gas) is produced from any well on the land covered by said lease; all other respects, to the provisions and conditions of said lease or said lease a modification thereof may have been heretofore executed; that no delay rental June 30, 2009 IN WITNESS WHEREOF, this instrument is signed on this the August August , 2009.	Township
Before me, the undersigned, a Notary Public, within and for said County and State, on this 24th day of August , 200 9, personally appeared Vergie L. Anderson end Dennis Mark Anderson, her husband to me personally known to be the identical person 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 hand and official seal the day and year last above written.	Janel S. Ideker ACKNOWLEDGEMENT FOR INDIVIDUAL	Vergie L. Anderson X Dennis Mark Anderson X Mark Anderson Lester H. Ideker, Jr.	WHEREAS, said lease expires in the absence of drilling operations on June 30, 2009 and the said owner(s) and holder(s) desire(s) to have the term of said lease extended; NOW, THEREFORE, the undersigned, for themselves, their heirs, executors, administrators and assigns, for and in consideration of\One and No/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby agree that the said term of said lease shall be and is hereby extended, with the same tenor and effect as if such extended term had been originally expressed in such lease, for a period of _Two (2) years from the date of the said expiration thereof and as long thereafter as oil or gas (including casinghead gas) is produced from any well on the land covered by said lease; subject, however, in all other respects, to the provisions and conditions of said lease or said lease; subject, however, in modification thereof may have been heretofore executed; that no delay rental is due and payable on June 30, 2009 under the terms of this extension; and that all previous rentals due under the terms of said lease have been timely and properly paid. IN WITNESS WHEREOF, this instrument is signed on this the	

My Appointment Expires:



Mousen Husel

Moureen Hirsh





corporation, on behalf of the corporation.
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The foregoing instrument was acknowledged before me this day of
STATE OFACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)
My commission expires Notary Public
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My commission expires
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My commission expires Aldy 23, 2012 Cobb Gounty Cobb Gounty Foliary Public State of Georgia Alana Toy
and Janel S.
ACKNOWLEDGMENT FOR INDIVIDUAL (Kingled before me this 17th day of August

Apr 11 2011 3:03PM PAWNEE CO. REG OF DEEDS 6202852808

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	ust. Dated August 13.		
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Kenneth G. Meier, Trustee

Apr 12 2011 2:55PM OBRIEN ENERGY 7208366889 Apr 11 2011 3:03PM PAUNEE CO. REG OF DEEDS 8202852808 p.3 Bucks Hill Page: 259 STATE OF . Kansas ACKNOWLEDGMENT POR INDIVIDUAL (KsokÇane) COUNTY OF .. Kush 5th day of . The foregoing instrument was acknowledged before me this be Kenneth G. Meler and Cheryll Trust April 2011 Trustees of the Meier Living G. Meier. My commission expires 3-13013 Barry A. Burkhart STATE OF . ACKNOWLEDOMENT FOR INDIVIDUAL (REOKCONS) COUNTY OF The foregoing instrument was acknowledged before me this day of hy _ My commission expires Notary Public STATE OF . ACKNOWLEDGMENT FOR INDIVIDUAL (KaORCoNa) COUNTY OF The foregoing instrument was acknowledged before me this. My commission expires Notary Public STATE OF . ACKNOWLEDGMENT FOR INDIVIDUAL (K=OkCoNe) COUNTY OF The foregoing instrument was acknowledged before me this. day of _ My communication expless Notary Public OIL AND GAS LEASE P Ì filed for PORTE WAY â Pecurds of this recorded. ¥

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COUNTY OF	ACKNOW! PROMENT DOD
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corporation, on behalf of the corporation.	The state of the s
My commission expires	
44	Notary Public

OFFICE 207-6901

D. D. MORGEN OIL PROPERTIES P. O. BOX 1184 WICHITA, KANSAS 67201

RESIDENCE 666-1419

March 21, 2011

Mr. and Mrs. Dennis Mark Anderson 510 East 7th Street Kinsley, KS 67547

Re: Southwest Quarter (SW/4) Section 24-20S-19W Pawnee County, KS

Dear Mr. and Mrs. Anderson:

Reference is made to that certain Oil and Gas Lease dated June 30, 2006, between Vergie L. Anderson and Dennis Mark Anderson, wife and husband, and Lester H. Ideker, Jr.and Janis S. Ideker, husband and wife, as Lessor and TGXploration, L.L.C., as Lessee recorded in Book M 108, Page 34, of the records of Pawnee County, KS, which covers the above described lands.

Which state, Addendum item 16 "Lessee shall not go upon or conduct any operation upon the irrigated portion of the above described real estate between April 15 and November 15 in any calendar year unless given written permission by Lessor".

Lessee is herewith requesting Lessors permission to conduct operations within ninety (90) days from April 15, 2011, at a tenta live site 320 feet from the West line and 1506 feet from the South line of the Southwest Quarter (SW/4) Section 24-205-19W, Pawnee County, Kansas

Kindly indicate your approval by signing above your respective names below and date, and return in the enclosed envelope.

Very truly yours. NUZ42 D. Morgen Agent for MAK of Energy Kansas LLC DDM/ff

We grant the ninety (90) day extension from Appil 15, 2011. as outlined above.

Dennis Mark Anderson

Date:

Vergie L. Anderson

Date: 03-25-2011

GRAVEL ROAD (W ROAD) Notes: 1. Set (2) wood stakes at location site. 2. All flagging Red & Yellow. 3. Overhead power available at N. & E. lines. Sec. 24. 4. Kansas One Call System Inc. should be notified before excavation (1-800+344-7233). 5. CAUTION: Various pipelines in Sec.24. 6. Contact landowner for best access. Original location fell 40'east of a terrace and 35'west of a grass water way, set (2) alternates per representative. On 4/12/11 O'Brien Res., LLC representative indicated which alternate would be used and the plat is drawn to reflect that decision. 24 -Drillsite Location - Ande-Ide 24 No.1 WHEAT 1539'FSL 241'FWL Ground Elevation = 2166 Proposed Lease Rd Y = 594285 X = 1747317-GRASS WATER-WAY State Plane-NAD 27-Kansas South Proposed Flowline (Mapping Grade GPS Used) **Proposed Tank Battery**

(V ROAD)

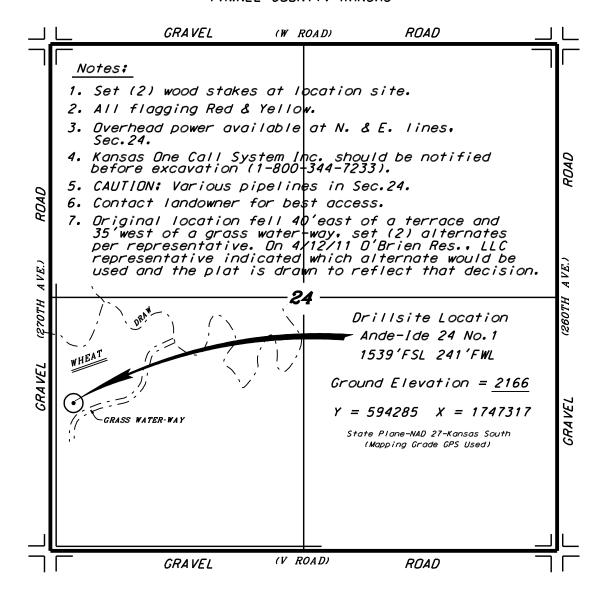
ROAD

GRAVEL

from incidental or consequential damages
Elevations derived from National Geodetic Vertical Datum

^{*} Controlling data is based upon the best maps and photographs available to us and upon a regular section of land containing 640 acres.

^{*}Approximate section lines were determined using the normal standard of care of oilfield surveyors practicing in the state of Kansas. The section corners, which establish the precise section lines, were not necessarily located, and the exact location of the drillsite location in the section is not guaranteed. Therefore, the operator securing this service and accepting this plat and all other parties relying thereon agree to hold Central Kansas Dilfield Services, Inc., its officers and employees harmless from all losses, costs and expenses and said entities released from any liability.



^{*}Controlling data is based upon the best maps and photographs available to us and upon a regular section of land containing 640 acres.

Approximate section lines were determined using the normal standard of care of oilfield surveyors practicing in the state of Kansas. The section corners, which establish the precise section lines, were not necessarily located, and the exact location of the drilliste location in the section is not guaranteed. Therefore, the operator securing this service and accepting this plat and all other parties relying thereon agree to hold Central Kansas Diffield Services. Inc., its officers and employees harmless from all losses, costs and expenses and said entities released from any liability from incidental or consequential damages

63U (Rev. 1993)

OIL AND GAS LEASE



P.O. Best 793 Windows ICE, 67291-6735 1-866-6739LLE 1-318-366-6704 Windows 1-318-394-5185 Nam 1-318-394-5185 Nam 1-318-394-5185 Nam

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SEE ATTACHED SCHEDULE "A"

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day	and very first shave written
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VERGIE L. ANDERSON Social Security No.	LESTER H. IDEKER, JR. Security No.
Denis Mest Andrese	Jamis Sur
DENNIS MARK ANDERSON Social Security No.	JANEL. S. IDEKER Social Security No.

hy YERGIE L. AND	ment was acknowledged before me this 3rd day of July , 2006, ERSON and DENNIS MARK ANDERSON, wife and husband.	••
My commission expir	9.11.27	
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Sta. My Appt. E	te of Kansas Em. 9-11-07	
STATE OF GE	prono	
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by LESTER H. IDER	KER, JR. ADEKER, husband and wife. 2006.	
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SCHEDULE "A"

- The provisions of this lease are hereby amended to include in the granting clause, helium and other extractions. The royalty clause is hereby amended to include a royalty payment on helium and other extractions at the mouth of the well.
- 2. Lessor reserves the right to purchase gas for irrigation purposes from wells located on the above-described real estate. Lessor shall make all connections for these purposes at his sole cost, expense and liability, and Lessor shall conform to the engineering specifications of Lessee's production department. Lessor shall pay Lessee for any gas purchased for irrigation purposes in the amount per MCF equal to the price then in effect under any contract under which Lessee is selling gas from the gas well on the above-described real estate or any unitized real estate to a third party. The amount of gas which the Lessor may purchase hereunder shall be limited to one-eighth (1/8th) of the entire amount of gas produced from wells located upon the above-described real estate or from the real estate unitized therewith.
- Lessee agrees to return the land as nearly as possible to its present condition after any drilling operations.
- Any tanks or gunbarrels shall be placed in a corner of the land.
- Before building any roads, Lessee and Lessor shall mutually agree as to the site for the roads.
- 6. Any pumping units shall be lowered so as not to interfere with any center pivot irrigation system now or hereafter installed upon the above-described real estate.
- 7. The Lessee shall not, notwithstanding the provisions of paragraph 1 of this Oil and Gas Lease, inject any gas, water or other fluid and air into any subsurface stratum which contains water suitable for irrigation purposes or for domestic consumption or livestock consumption.
- 8. Notwithstanding anything to the contrary contained in this Lease, if during the primary term hereof, a well is drilled and oil is produced therefrom in commercial quantities, the Lessee agrees either to commence drilling operations for an additional oil well and complete said operations within thirty-six (36) months following the completion of the first well producing oil in commercial quantities or release all acreage in said lease, except the forty (40) acres immediately surrounding the first producing well.
- 9. Lessee shall not drill any salt water disposal well upon the above-described real estate without the express written consent of the Lessor being first obtained, provided Lessee shall have the right to drill a salt water disposal well for disposition of salt water from wells drilled on the real estate described in paragraph 1 of this lease.
- 10. At the option of Lessor, surface pipe will be set below the fresh water formation.
- 11. In the event of gas production hereunder in commercial quantities and said well is not shut-in, Lessor is to receive a minimum of Three Hundred Twenty Dollars (\$320.00) per year royalty in order to perpetuate this lease. Lessee shall have thirty (30) days after notification by Lessor of insufficient royalty to tender said deficiency or said lease shall terminate.
- 12. If the primary term of this lease is perpetuated by production of oil or gas, notwithstanding anything to the contrary contained in this lease, it is expressly agreed that this lease shall terminate as of two (2) years after expiration of the primary term hereof, insofar and only insofar as to all of the formations lying below one hundred feet (100') below the total depth of the deepest test drilled by the Lessee or its assigns on the above-described premises. Lessee shall be obligated to file of record in the applicable office of the Register of Deeds a release of such lower zones or formations within sixty (60) days after the expiration of the 2-year period following the primary term hereof. If such release is not filed within said 60-day period, Lessee shall be subject to damages and for any attorney's fees incurred by Lessors in obtaining such release.
- Lessee shall bury all pipelines at least forty (40) inches below the surface of the abovedescribed real estate.
- 14. Lessee shall haul trash to the landfill and shall dump no trash in any pits.
- 15. If the Lessee conducts any drilling operations upon any portion of the above-described real estate which is irrigated land, the Lessee shall either use tanks and shall permit no drilling mud to remain on said premises or, at the option of the Lessee, pits may be dug but as soon as the pits are dry, all drilling mud will be removed from the premises and the pits closed as herein provided.

- 16. Lessee shall not go upon or conduct any operations upon the irrigated portion of the above-described real estate between April 15th and November 15th in any calendar year unless given written permission by the Lessor, which permission shall not be unreasonably withheld. Crop damages shall be paid upon the basis of average field yield times average price at maturity, plus any loss as a result of lower crop yield due to operations of the Lessee which prevented timely irrigation of said crops.
- 17. The Lessee shall not have the right to use fresh water produced from the above-described real estate for the purpose of secondary recovery by water flood, pressure maintenance or other similar operations.
- 18. Lessee shall furnish to Lessor, upon request, copies of any logs in its possession or under its control relative to the geologic structure of the above-described real estate. Such logs shall be kept strictly confidential by the Lessor.
- 19. Before commencing any drilling operations upon the above-described real estate, the Lessee shall pay the sum of One Thousand Dollars (\$1,000.00) to the Lessor as payment for damages to the land. In addition, crop damages shall be paid after drilling operations are completed.
- 20. In the event of production of only gas in commercial quantities and in the further event said gas well is shut-in, the Lessee shall pay shut-in gas royalties of Three Hundred Twenty Dollars (\$320.00) per year for the three (3) year period after such gas well is completed and thereafter, the shut-in royalty payments shall be Eight Hundred Dollars (\$800.00) per year. If gas has not been sold from said premises within six (6) years from completion of said gas well, this lease shall expire six (6) years from the date of completion of said gas well.
- Lessee shall use plastic lined pits on water pits but shall not be required to use plastic lined reserve pits.
- 22. Lessee agrees that in connection with its operations upon the above-described real estate, the shale and reserve pits will be dug in such a manner as to remove and preserve the Lessor's topsoil and to segregate the topsoil from the subsoil and after use, said pits will be backfilled by Lessee pursuant to this lease at such time as the Lessor shall direct.
- 23. The Lessee agrees to comply with all rules and regulations of the United States Department of Agriculture, Natural Resources Conservation Services and appropriate Farm Service Agency with respect to any Conservation Reserve Program covering the above-described real estate. In particular, when drilling and operations have terminated, the Lessee shall restore the surface to its present condition, including the reseeding of grass acceptable to the Natural Resources Conservation Services and Farm Service Agency.
- 24. Notwithstanding anything herein contained to the contrary, no well shall be drilled nearer than three hundred feet (300') to the house, barn or any other structure on said premises without the written consent of the Lessor.
- 25. Notwithstanding the provisions of this lease to the contrary, if the Lessee determines that the appropriate drill site for a well on either a contiguous tract or on the real estate covered by this lease is closer than three hundred thirty feet (330') to the property line between the two real estate tracts, the Lessee is hereby authorized to drill such well within three hundred thirty feet (330') of the property line between the two real estate tracts.
 - a. In the event a well producing oil in commercial quantities is drilled under the provisions as above set forth, then and in such event, the lessors agree that a unit of forty (40) acres may be established by pooling twenty (20) acres in a square form on the property covered by this lease. Said oil unit shall consist of forty (40) contiguous acres in square form.
 - b. In the event a well producing gas in commercial quantities is drilled under the provisions as above set forth, then and in that event, the Lessee may establish a gas unit of one hundred sixty (160) acres, consisting of eighty (80) acres in a square form on the contiguous real estate and eighty (80) acres in a square form on the real estate covered by this lease. Said gas unit shall consist of one hundred sixty (160) contiguous acres in square form.
 - c. Notwithstanding the provisions of this lease to the contrary, this lease shall terminate at the end of the primary term as to all of the real estate covered hereby, except that real estate within a producing unit as above set forth and any other spacing unit permitted by law on which is located a well producing or capable of producing oil and/or gas or on which Lessee is engaged in drilling or reworking operations. However, this lease shall not terminate as to any of the real estate covered by this lease so long as drilling or reworking operations are being continuously prosecuted, that is, if not more than one (1) year shall elapse between completion or abandonment of one well and the beginning of operations for the drilling of another well.

RATIFICATION OF OIL AND GAS LEASE

Vergie L. Anderson and Dennis Mark Anders[t]on, wife and husband, and Lester H. Ideker, Jr. and Janel S. Ideker, husband and wife, as Lessor, and TGXploration, L.L.C., as Lessee, recorded in Book M 108, Page 34 of the records of Pawnee County, Kansas, which covers the followingdescribed lands: REFERENCE IS MADE TO that certain oil and gas lease dated June 30, 2006, between

Township 20 South, Range 19 West

Containing 160 acres, more or less; Pawnee County, Kansas Section 24: SW/4

therein. It is acknowledged that the term of said lease is extended to June $30,\,2011$ and so long made of the entire bonus consideration necessary to extend oil and gas lease as set forth lease continues to be in full force and effect based on this document and extension document lease, demise, and let said land unto MAK-J Energy Kansas, LLC subject to and under all of the terms and provisions of said lease, and as to said land, do hereby agree and declare that said valuable consideration, the undersigned do hereby ratify, approve, confirm, and adopt the above described oil and gas lease in so far as it covers the above described land, and do hereby thereafter as said lease may be maintained in force pursuant to the terms thereof. executed August 17th NOW THEREFORE in consideration of the sum of One Dollar (\$1.00) and other good and ⁿ, 2009. Further, the undersigned confirm that payment has been duly

one instrument as if one instrument had been executed. This instrument may be executed in counterparts, all of which shall be considered to comprise

This document is executed effective the 2nd day of November, 2010

Vergie L. Anderson Dennis Mark Anderson Denn

Lester H. Ideker, Jr.

Janel S. Ideker

STATE OF KANSAS, PAWKE COUNTY, SS JACQUE SCHULZE, REGISTER OF DEEDS BOOK = Milis Page = 89 Receipt #: 34680 Total Fees: \$ Pages Recorded: 2 Date Recorded: 12/2/2010 9:25:03 AM \$12.8











orporation, on behalf of the corporation.
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Janice K. Ho
TATE OF Kansas OUNTY OF Edwards he foregoing instrument was acknowledged before me this 17th day of November 2010 November 2010 Norgie L. Anderson Norgie L. Anderson