





1056954

**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

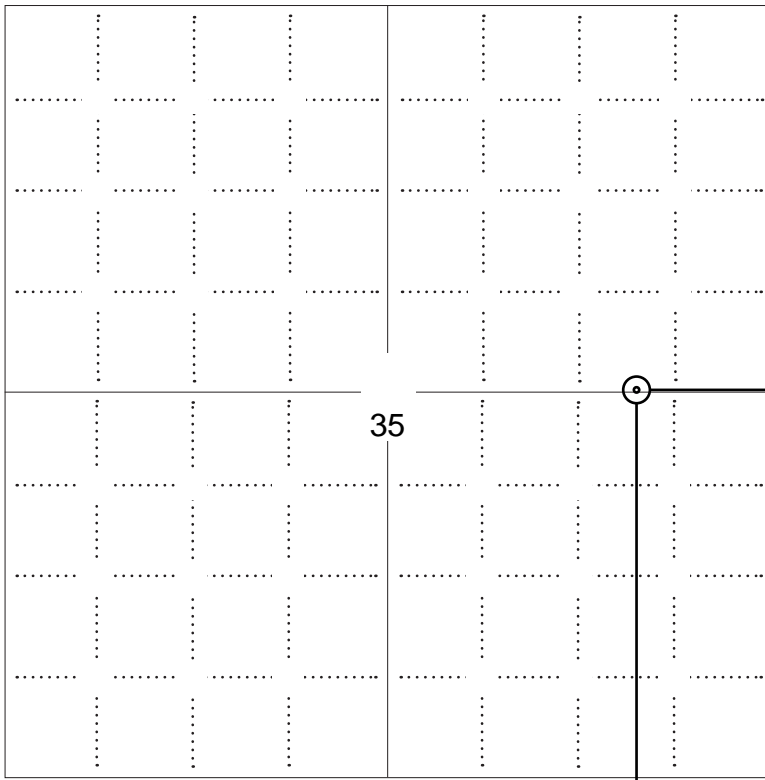
Is Section:  Regular or  Irregular

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

Section corner used:  NE  NW  SE  SW

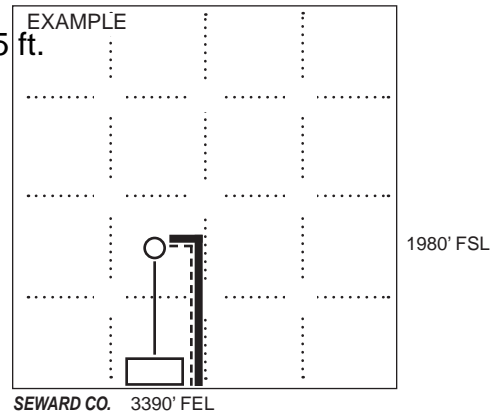
**PLAT**

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 location.**

2650 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.



**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	
<b>Emergency, Settling and Burn Pits ONLY:</b> 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		<b>Drilling, Workover and Haul-Off Pits ONLY:</b> 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><b>Submitted Electronically</b></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.

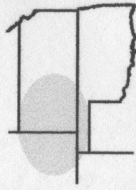
*If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.*

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



**1053111-v**  
 PLAT NO.

**9384**  
 INVOICE NO.

**American Warrior, Inc.**

OPERATOR

**Hodgeman-O'Brate #2-35 (twin)**

LEASE NAME

**Hodgeman County, KS**

COUNTY

**2650' FSL - 935' FEL**

LOCATION SPOT

**35** Sec. **22s** Twp. **23w** Rg.

GR. ELEVATION: **2221.8'**

SCALE: **1" = 1000'**

DATE STAKED: **May 31<sup>st</sup>, 2011**

MEASURED BY: **Ben R.**

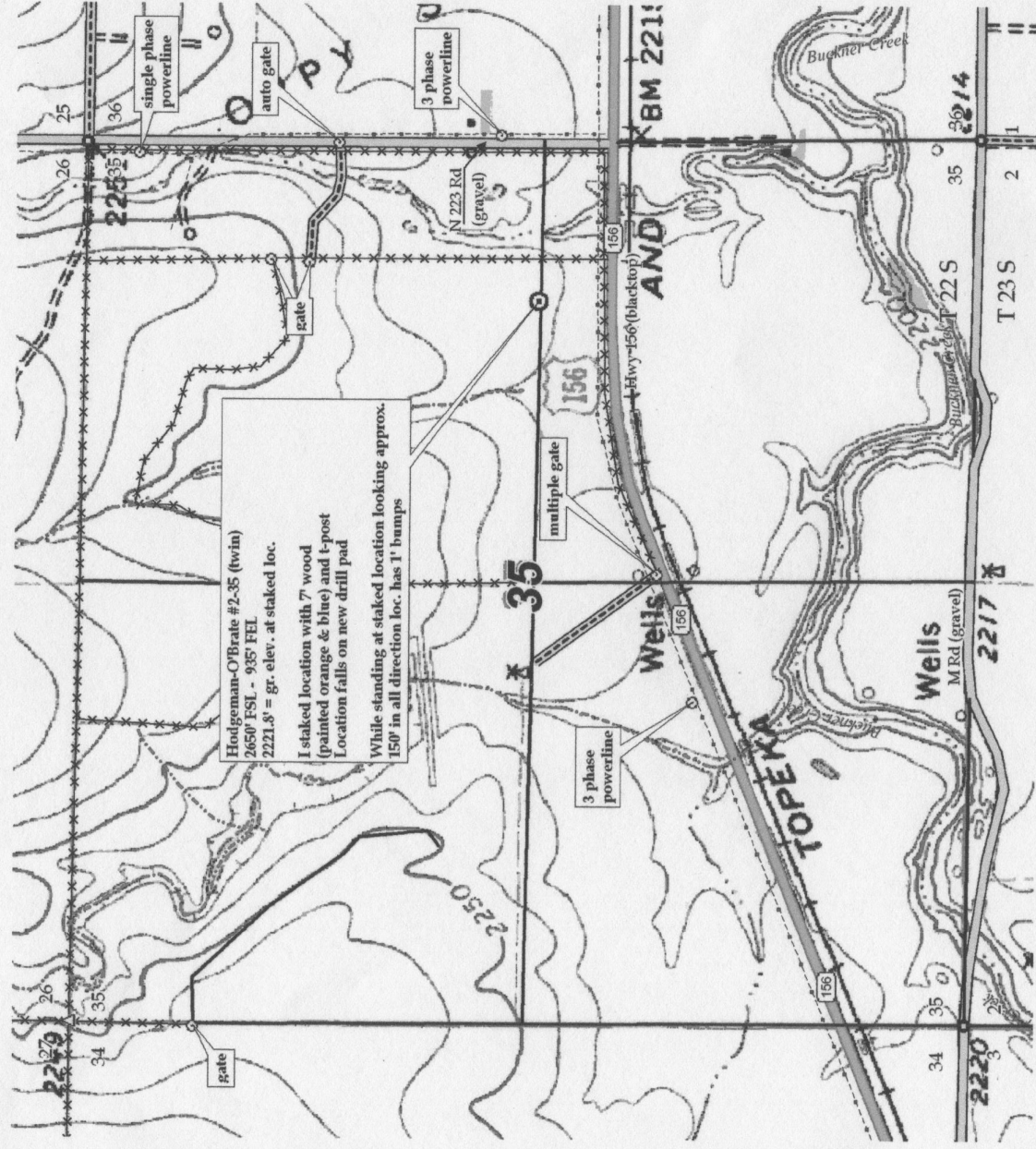
DRAWN BY: **Luke R.**

AUTHORIZED BY: **Kevin W.**

**Directions:** From the North side of Jetmore, KS, at the intersection of Hwy 156 and Hwy 283 - Now go 3.7 miles East on Hwy 156 approx. 0.2 mile North of the SW corner of section 35-22s-23w - Now go 0.5 mile E-NE on Hwy 156 to ingress stake East into - Now go 150' NW on trail - Now go approx. 1700' E-NE through wheat - Now go approx. 300' North 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.*



AWT-REG LEASE

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 15th day of April, 20, 10 between

O'Brate Realty, LLC

P.O. Box 399

Garden City, KS 67846

hereinafter called Lessor (whether one or more), and AMERICAN WARRIOR, Inc. hereinafter called Lessee (whether one or more), receipt of which is hereby acknowledged and of the royalties herein provided lead of the agreements concerning drilling, mining and operating the same and also have mutually into Lessee for the purpose of investigating, exploring by geophysical and other means, other fluids, and air into subsurface strata, laying pipe lines, boring, oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, and other structures and things thereon other produce manufactured therefrom, and handling and otherwise acting for its benefit, the following described land, together with any reversionary rights and after-acquired interest therein situated in the County of HOSEA, State of Kansas, and described as follows to-wit:

See Description Rider attached hereto and made a part hereof

In Section XXX, Township XXX, Range XXX, and containing 1767 44 acres, more or less, and all accretions thereto, (hereinafter referred to as the "premises"), and to long thence as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is or can be produced from said land or land with which said land is pooled; if, due to circumstances beyond Lessee's control, Lessee is unable to obtain a rotary drilling rig prior to the expiration of the primary term, Lessor agrees that Lessee shall have a reasonable time, not to exceed ninety (90) days, within which to obtain such rotary drilling rig and commence operations for the drilling of a well.

In consideration of the premises the said Lessee covenants and agrees: 1. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, 2. To pay Lessee for gas of whatever name or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8) of the gas sold by Lessee, in no event more than one-eighth (1/8) of the proceeds received by Lessee from such sales; for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. At any time, either before or after the expiration of the primary term of this lease, if there is a gas well or wells on the above land (and, for the purposes of this clause, the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shown, before or after production therefrom, Lessee or any assignee hereunder may pay or tender voluntarily within sixty (60) days after the end of each yearly period during which such gas well or gas wells are shown, or substitute gas royalty, One Dollar (\$1.00) per net mineral acre retained hereunder, for the acreage then held under this lease, by the party making such payments or tenders, and, if such payments or tenders are made, it shall be considered under all provisions of this lease that gas is being produced from the leased premises in paying quantities. This lease may be maintained during the primary term hereof without further payment or drilling operations. If the Lessee shall commence to drill a well within the term of this lease or any extension thereof, the Lessee shall have the right to drill such well so contemporaneous with reasonable diligence and completion within the term of forty (40) days mentioned.

If said Lessee owns a lease interest in the above described land then the entire and undivided the simple estate therein, then the royalties herein provided for shall be paid the said Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

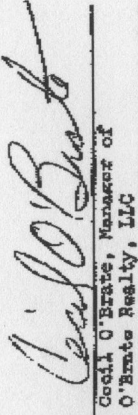
Lessee shall bury Lessee's pipelines below plow depth. No well shall be drilled nearer than 200 feet to the house of them now on said premises without written consent of Lessor. Lessee shall pay for damages caused by Lessee's operations to said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing, extend to their feet, excavator, administrators, successors or assigns, but no change in the ownership of the land or assignment of net profits or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment of a true copy thereof. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule, or Regulation.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to retake for Lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right or dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

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, less 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 maximize the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the appropriate records of the county in which the land herein related is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or unit shall be treated, for all purposes except the payment of royalties on production from the pooled well, 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 well 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 as an acreage basis bears to the total acreage so pooled in the (particular unit) involved.

IN WITNESS WHEREOF, we sign the day and year first above written.

  
Cecil O'Brate, Manager of  
O'Brate Realty, LLC



05/18/2011 08:52 FAX 6203578530

HG CO R OF DEEDS

003

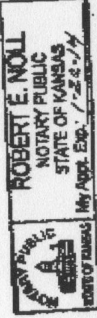
STATE OF Kansas )  
COUNTY OF Woodsman ) SS:

The foregoing was acknowledged before me on the 15<sup>th</sup> day of April 20 10 by

Cecil O'Brate, Manager of O'Brate Realty, LLC

My commission expires 1-22-14

Robert E. Noll  
(Notary Public)



### DESCRIPTION RIDER

Township 22 South, Range 21 West

Section 13: E/2

Section 25: SW/4

Section 34: E/2

Section 33: ALL, except a tract in SE/4, described as follows: Commencing on the East line of said SE/4 at a point 720 feet North of the SE corner thereof and running thence South to the SE corner of said SE/4, thence West along the South line of said SE/4, a distance of 650 feet, thence North on a line parallel with the East line of said SE/4, a distance of 720 feet, thence East on a line parallel with the South line of said SE/4, a distance of 650 feet to the point of beginning, said excepted tract containing 10.764 acres, more or less

Section 36: All that part of the W/2, lying North of the abandoned Kansas & Oklahoma Railroad Right-of-Way, except a tract of land described as follows: Commencing at the NW corner of said Section 36, thence on the assumed bearing of South 00°00'00" East, along the West line of the NW/4 of said Section, for a distance of 2066.00 feet to the point of beginning, thence on the bearing of North 89°56'59" East for a distance of 266.50 feet, thence on a bearing of South 00°44'28" West for a distance of 128.69 feet, thence on a bearing of South 87°00'46" East for a distance of 45.47 feet, thence on a bearing of South 00°38'50" West for a distance of 44.77 feet, thence on a bearing of South 89°42'05" East for a distance of 31.18 feet, thence on a bearing of South 00°45'32" East for a distance of 119.28 feet, thence on a bearing of North 89°49'50" West for a distance of 342.50 feet to the West line of the Northwest Quarter, thence North along said West line to the point of beginning, said excepted tract containing 2.051 acres, more or less

Township 23 South, Range 21 West

Section 2: Lots 3, 4, S/2 NW/4, S/2 NW/4

Cecil O'Brate  
Cecil O'Brate, Manager of O'Brate Realty, LLC



STATE OF KANSAS, HODGEMAN COUNTY, SS  
PAULA LOMBARD, REGISTER OF DEEDS

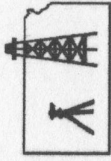
Book: 0365 Page: 42

Pages Recorded: 2

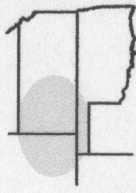
Recording Fee: \$12.00

*Cecil O'Brate*

Date Recorded: 4/16/2010 1:17:06 PM



**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



**1053111-V**  
 PLAT NO.

**9384**  
 INVOICE NO.

**American Warrior, Inc.**

OPERATOR

**Hodgeman-O'Brate #2-35 (twin)**

LEASE NAME

**Hodgeman County, KS**

COUNTY

**2650' FSL - 935' FEL**

LOCATION SPOT

**35** Sec. **22s** Twp. **23w** Reg.

SCALE: **1" = 1000'**

DATE STAKED: **May 31<sup>st</sup>, 2011**

MEASURED BY: **Ben R.**

DRAWN BY: **Luke R.**

AUTHORIZED BY: **Kevin W.**

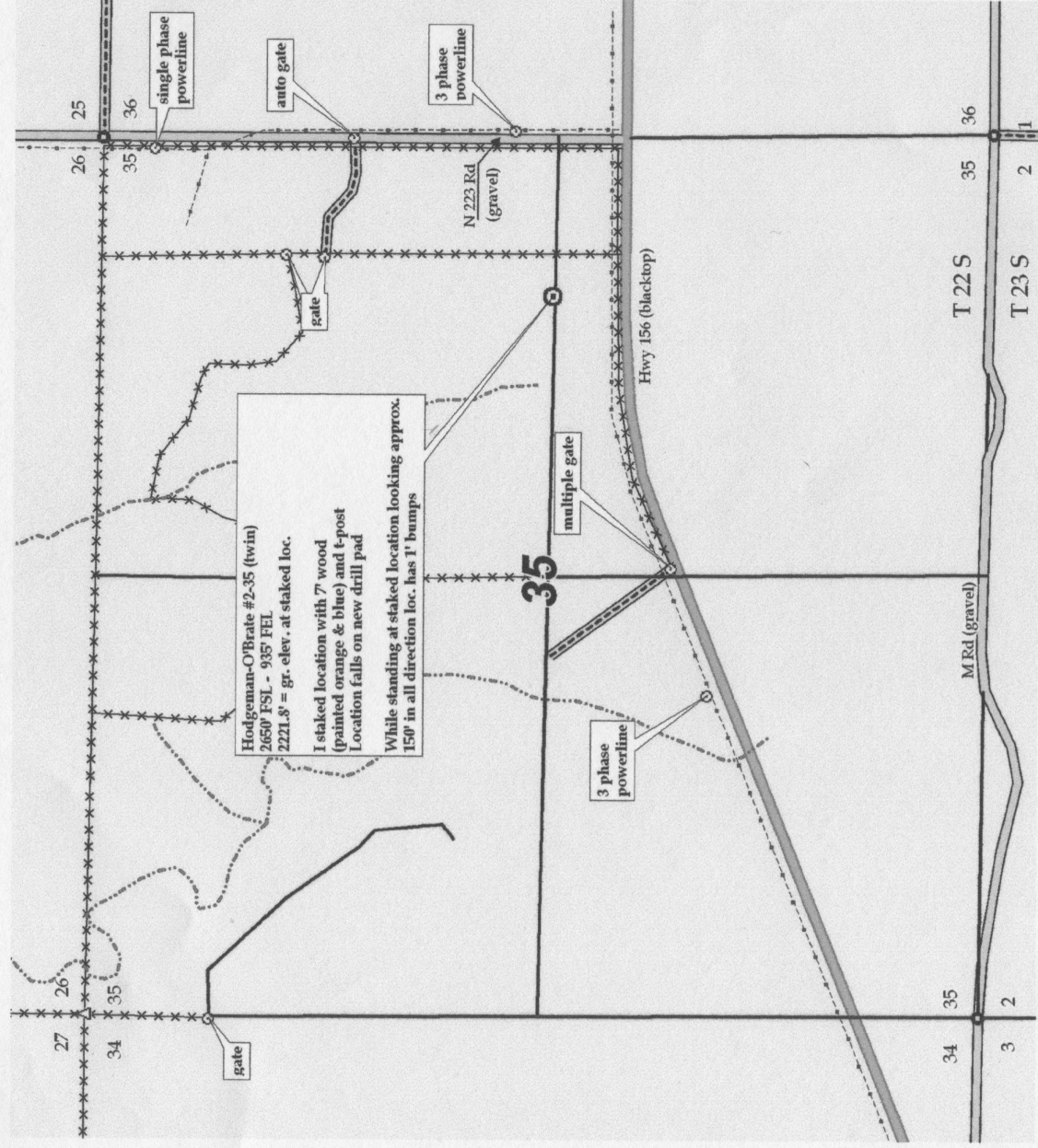
GR. ELEVATION: **2221.8'**



**Directions:** From the North side of Jetmore, KS, at the intersection of Hwy 156 and Hwy 283 - Now go 3.7 miles East on Hwy 156 approx. 0.2 mile North of the SW corner of section 35-22s-23w - Now go 0.5 mile E-NE on Hwy 156 to ingress stake East into - Now go 150' NW on trail - Now go approx. 1700' E-NE through wheat - Now go approx. 300' North 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.*





**R. Evan Noll**  
(Petroleum Landman)

P.O. Box 1351  
Hays, KS 67601  
(785) 628-8774

May 18, 2011

Walt Salmans -- Good Earth Ranch, Inc.  
P.O. Box 128  
Hanston, KS 67849

RE: Hodgeman - O'Brate #2-35  
2650' SL & 960' EL (well may possibly be moved a few feet North)  
Section 35-22S-23W  
Hodgeman County, Kansas

Dear Mr. Salmans:

Prior to issuing a permit to drill, the Kansas Corporation Commission is requiring the property owner be notified. The operator of the captioned well is:

American Warrior, Inc.  
P.O. Box 399  
Garden City, KS 67846  
Contact Man: Joe Smith -- (620) 271-2258 -- [jsmith@pmtank.com](mailto:jsmith@pmtank.com)

I'm enclosing a copy of the intent to drill filed with the KCC, a plat showing the Well, Lease Road, Pipe & Electric Line locations. This new well will be ran to the existing Tank Battery in Section 36. The Lease Road, Pipe and Electric Line locations shown are non-binding and preliminary, being there simply to satisfy State requirement. The actual locations will be determined by the dirt man.

Lowell Foos with Lowell Foos Oilfield Tractor Works, Bazine, Kansas, will be build the lease road and well site location in accordance with the staking survey.

If you want to be involved in Lease Road, Pipe & Electric Line locations, contact Mr. Lowell Foos (785) 731-5612, reference the captioned well name and coordinate with him.

Sincerely,



R. Evan Noll  
Contract Landman with American Warrior, Inc.

*1-25 East*  
*Platted plat will staked over*  
*to describe*  
*but added "1/2 35 East"*  
*to skid*  
*same well name*  
*This well pool is 1/2 35 East*

Conservation Division  
Finney State Office Building  
130 S. Market, Rm. 2078  
Wichita, KS 67202-3802



Phone: 316-337-6200  
Fax: 316-337-6211  
<http://kcc.ks.gov/>

Mark Sievers, Chairman  
Ward Loyd, Commissioner  
Thomas E. Wright, Commissioner

Sam Brownback, Governor

June 02, 2011

Cecil O'Brate  
American Warrior, Inc.  
3118 Cummings Rd  
PO BOX 399  
GARDEN CITY, KS 67846

Re: Drilling Pit Application  
Hodgeman-O'Brate 2-35 Twin  
NE/4 Sec.35-22S-23W  
Hodgeman County, Kansas

Dear Cecil O'Brate:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed **without slots**, the bottom shall be flat and reasonably level and the free fluids must be removed. The fluids are to be removed from the reserve pit as soon as the Hutchinson Salt section has been drilled through and displacement of the fluids into the reserve pit has occurred. The fluids should be removed again within 96 hours after drilling operations have ceased.

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

The fluids should be taken to an authorized disposal well. Please call the District Office at (620) 225-8888 when the fluids have been removed. Please file form CDP-5 (August 2008), Exploration and Production Waste Transfer, through KOLAR within 30 days of fluid removal.

**A copy of this letter should be posted in the doghouse along with the approved Intent to Drill.** If you have any questions or concerns please feel free to contact the District Office at (620) 225-8888.