

Well will not be drilled or Permit Expired Date: _

Signature of Operator or Agent:

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

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

Expected Spud Date:	Spot Description:
monun day year	
PERATOR: License#	feet from N / S Line of Section
lame:	feet from E / W Line of Section
ddress 1:	Is SECTION: Regular Irregular?
ddress 2:	(Note: Locate well on the Section Plat on reverse side)
State:	County:
Contact Person:	Lease Name: Well #:
hone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
ame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
	Ground Surface Elevation:feet MS
Oil Enh Rec Infield Mud Rotary	Water well within one-quarter mile:
Gas Storage Pool Ext. Air Rotary	Public water supply well within one mile:
Disposal Wildcat Cable Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
Other.	Surface Pipe by Alternate: I
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
Operator:	
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	
Original Completion Date.	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
f Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR)
(CC DKT #:	
CCC DKT #:	
	Will Cores be taken? If Yes, proposed zone:
AF	Will Cores be taken? If Yes, proposed zone: FIDAVIT
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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	Vell: County:
Lease:								feet from N / S Line of Section
Well Number	·:							feet from E / W Line of Section
Field:						Se	ec	Twp S. R
Number of Ad QTR/QTR/QT						– Is	Section:	Regular or Irregular
						Se	Section is ection corne	Irregular, locate well from nearest corner boundary. er used: NE NW SE SW
				d electrica	al lines, as	required b		dary line. Show the predicted locations of sas Surface Owner Notice Act (House Bill 2032). ired.
660 ft. +	(:	LEGEND
								O Well Location Tank Battery Location Pipeline Location Electric Line Location Lease Road Location
-			 1					EXAMPLE
			 					1980' FSL
					:	:	:	SEWARD CO. 3390' FEL

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

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

- 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

058263

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:	Pit is:				
Emergency Pit Burn Pit	Proposed [Existing	SecTwp R		
Settling Pit Drilling Pit	If Existing, date con	structed:	Feet from North / South Line of Section		
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit capacity:		Feet from East / West Line of Section		
(II WI Supply All Five. St. Teal Brilled)		(bbls)	County		
Is the pit located in a Sensitive Ground Water A	rea? Yes N	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)		
Is the bottom below ground level? Yes No	Artificial Liner?	0	How is the pit lined if a plastic liner is not used?		
Pit dimensions (all but working pits):	Length (fee	t)	Width (feet) N/A: Steel Pits		
Depth fro	om ground level to deep	pest point:	(feet) No Pit		
If the pit is lined give a brief description of the line material, thickness and installation procedure.	ner		dures for periodic maintenance and determining cluding any special monitoring.		
Distance to nearest water well within one-mile of	of pit:	Depth to shallow	west fresh water feet.		
feet Depth of water well	feet	measured	well owner electric log KDWR		
Emergency, Settling and Burn Pits ONLY:		Drilling, Worko	ver and Haul-Off Pits ONLY:		
Producing Formation:		Type of materia	utilized in drilling/workover:		
Number of producing wells on lease:		Number of working pits to be utilized:			
Barrels of fluid produced daily:		Abandonment p	procedure:		
Does the slope from the tank battery allow all s flow into the pit? Yes No	pilled fluids to	Drill pits must b	e closed within 365 days of spud date.		
Submitted Electronically					
	кссс	OFFICE USE OF	NLY Steel Pit RFAC RFAS		
Date Received: Permit Numl	ber:	Permi	Date: Lease Inspection: Yes No		



Kansas Corporation Commission Oil & Gas Conservation Division

1058263

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 (CB-1)	Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)				
OPERATOR: License #	Well Location:				
Name:	SecTwpS. R East				
Address 1:	County:				
Address 2:	Lease Name: Well #:				
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of				
Contact Person:	the lease below:				
Phone: () Fax: ()					
Email Address:					
Surface Owner Information:					
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional				
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the				
Address 2:	county, and in the real estate property tax records of the county treasurer.				
City:					
the KCC with a plat showing the predicted locations of lease roads, tank	dic Protection Borehole Intent), you must supply the surface owners and k batteries, pipelines, and electrical lines. The locations shown on the plat in the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.				
☐ 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 to CP-1 that I am filing in connection with this form; 2) if the form to form; and 3) my operator name, address, phone number, fax, at ☐ I have not provided this information to the surface owner(s). I at KCC will be required to send this information to the surface owner(s).	cknowledge that, because I have not provided this information, the vner(s). To mitigate the additional cost of the KCC performing this				
task, I acknowledge that I am being charged a \$30.00 handling 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				
Submitted Electronically					

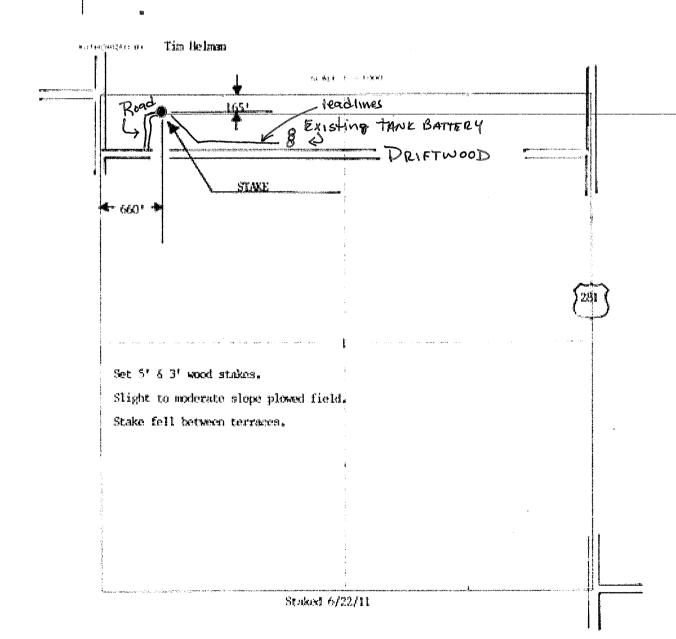


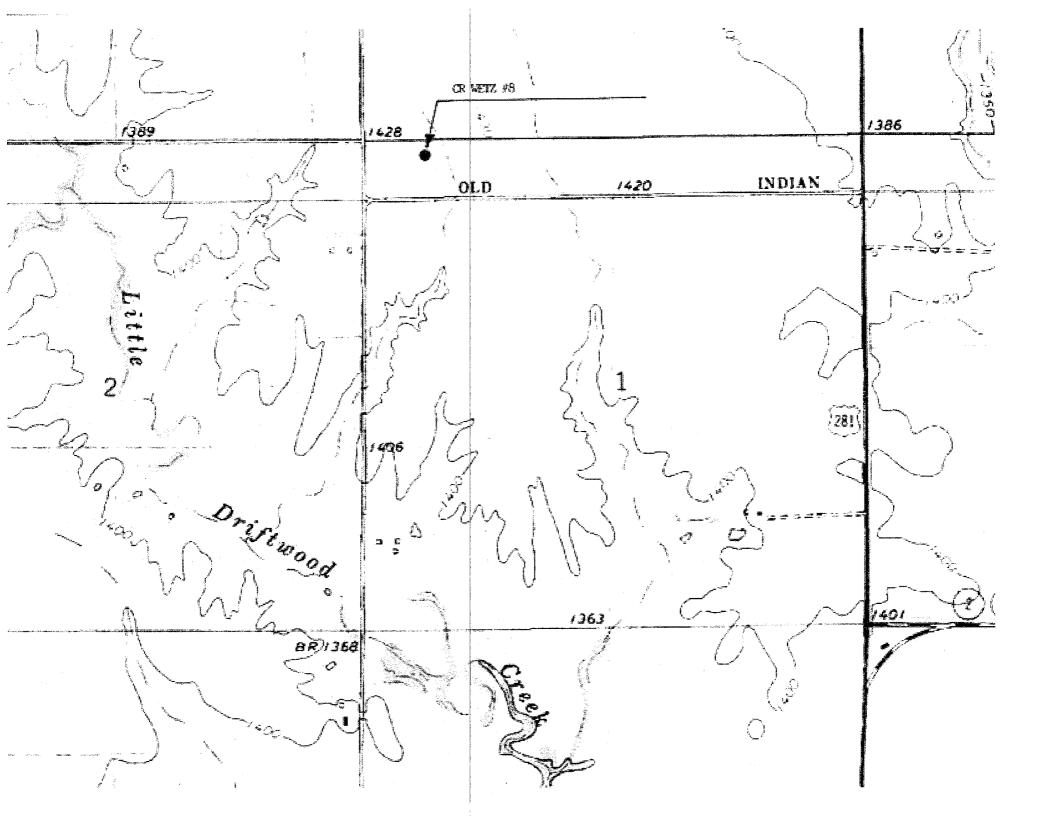
BOX 8604 · PRATT, KS 67124 (620) 672-6491

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assan 278-1 assan 301-1794180

AGREEMENT, Made and entered into this by and between Pearl L. Burchett, a widow, Gary D. Burchett, William F. Burchet by and between Pearl L. Burchett, a widow, Gary D. Burchett, William F. Burchet and James F. Burchett Paul Caragianis Party of the first part, hereinafter called lessor (whether one or more) and Paul Caragianis Party of the second part, hereinafter called lesses and the second part, hereinafter called lesses and the property of the second part, hereinafter called lesses and the property of the second part, hereinafter called lesses and the property of the second part, hereinafter called lesses and the property of the second part, hereinafter called lesses and the property of the second part, hereinafter called lesses and the property of the second part, hereinafter called lesses and set unto said lesses, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land together with any reversionary rights therein, situated in the County of Barber State of Kansas To will be secreted as follows, to wit: All of Lot 2 of Sec. 1—T35S-R12W of Section. Township. Range and containing acres from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee or the premises are being developed o open the consideration of the premises he said lessee ovenants and agrees: 1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one eighth (%) part of all oil produced and aware from the lessed premises are being developed o gas in a consideration of the premises that the mouth of the well; if said gas is sold by the lessee of the second of the sale thereof at the mouth of the well, the lessee shall pay or tender aware from the lessed premises of gas as such at th	
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the proportion that the acreage covered hereon is reduced by said release of releases.	y d y s
Should the first well-drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this least shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, the the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole an undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to	200 T
cover the interest so acquired. Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor.	-335 -355,319 -355,319
When requested by lessor, lessee shall bury his pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.	
Lessee shall pay for damages caused by its operations to growing crops on said land. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right of draw and remove casing.	
If the lessee shall commence operations to ill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be four in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.	m
If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, to covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a payor or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them on an acreage basis, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall made to payments of said rentals. If the leased premises are now or hereafter owned in severalty or in separate tracts, the premise nevertheless, may be developed and operated as an entirety, and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased area. There shall be no obligation on the part of the lessee to offset we on separate tracts into which the land covered by this lease is now or may hereafter be divided by sale, devise, or otherwise, or furnish separate measuring or receiving tanks for the oil produced from such separate tracts.	a rt he at ke son con cls to
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 redeem for lessor by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.	he
See attached Addendum. Whereof witness our hands as of the day and year first See attached Addendum. (Jean Surchett (SEA)	Ĺ)
above written.	
Witness to the mark: (SEA Garw D. Burchett	
Please record and return to: (SEA Stuart M. Kowalski (SEA	•
Martin, Pringle, Oliver.	
Wallace & Swartz 220 W. Douglas, 300 Page Count Wichita, Kansas 67202-3194 Wight Standard Count James F. Burchett	

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ADDENDUM TO OIL AND GAS LEASE dated November 30,1994by and between Pearl Burchett, et al and Paul Caragianis

This Oil and Gas Lease shall become effective only upon the release or other termination of the oil and gas lease recorded at Book 131, Page 427 now in effect and covering the herein described land.

Lessee shall have the right to install and operate a salt water disposal well upon the land herein described for the disposal of salt water from the West Half and the East Half of the West Half of Section 36-35S-12W and the West Half of Lot 1 and all of Lot 2, Section 1-35S-12W, Barber County, Kansas.

Gary D. Burchett, William F. Burchett and James F. Burchett all warrant and represent that they have never been residents of the state of Kansas.

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/

Sam Brownback, Governor

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

June 29, 2011

Tim Hellman Lotus Operating Company, L.L.C. 100 S Main, Ste 420 Wichita, KS 67202-3737

Re: Drilling Pit Application CR Wetz 8 NW/4 Sec.01-35S-12W Barber County, Kansas

Dear Tim Hellman:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed <u>without slots</u>, 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.