



1059669

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

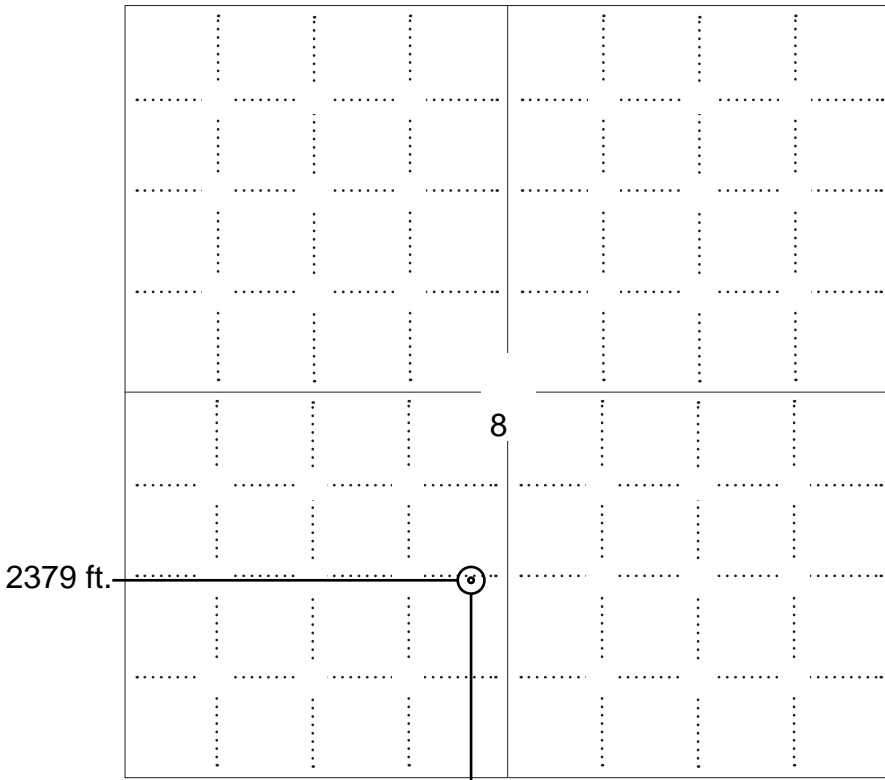
Is Section: Regular or Irregular

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.



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

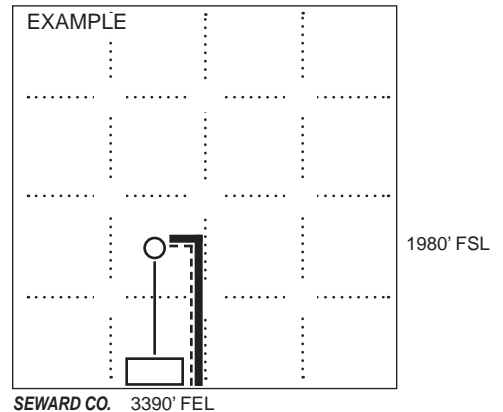
1350 ft.

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.

LEGEND

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





KANSAS CORPORATION COMMISSION 1059669
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.	
Submitted Electronically			

KCC OFFICE USE ONLY

Liner Steel Pit RFAC RFAS

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



CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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

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

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

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

Surface Owner Information:

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

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

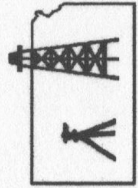
If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary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

Select one of the following:

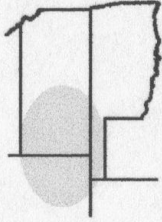
- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this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

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

I Submitted Electronically



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



q071811-t
 PLAT NO.

9474
 INVOICE NO.

American Warrior, Inc.

OPERATOR

Dennis-Donald #1-8

LEASE NAME

Hodgeman County, KS

COUNTY

1350' FSL - 2379' FEL

LOCATION SPOT

8 Sec. **23s** Twp. **22w** Rng.

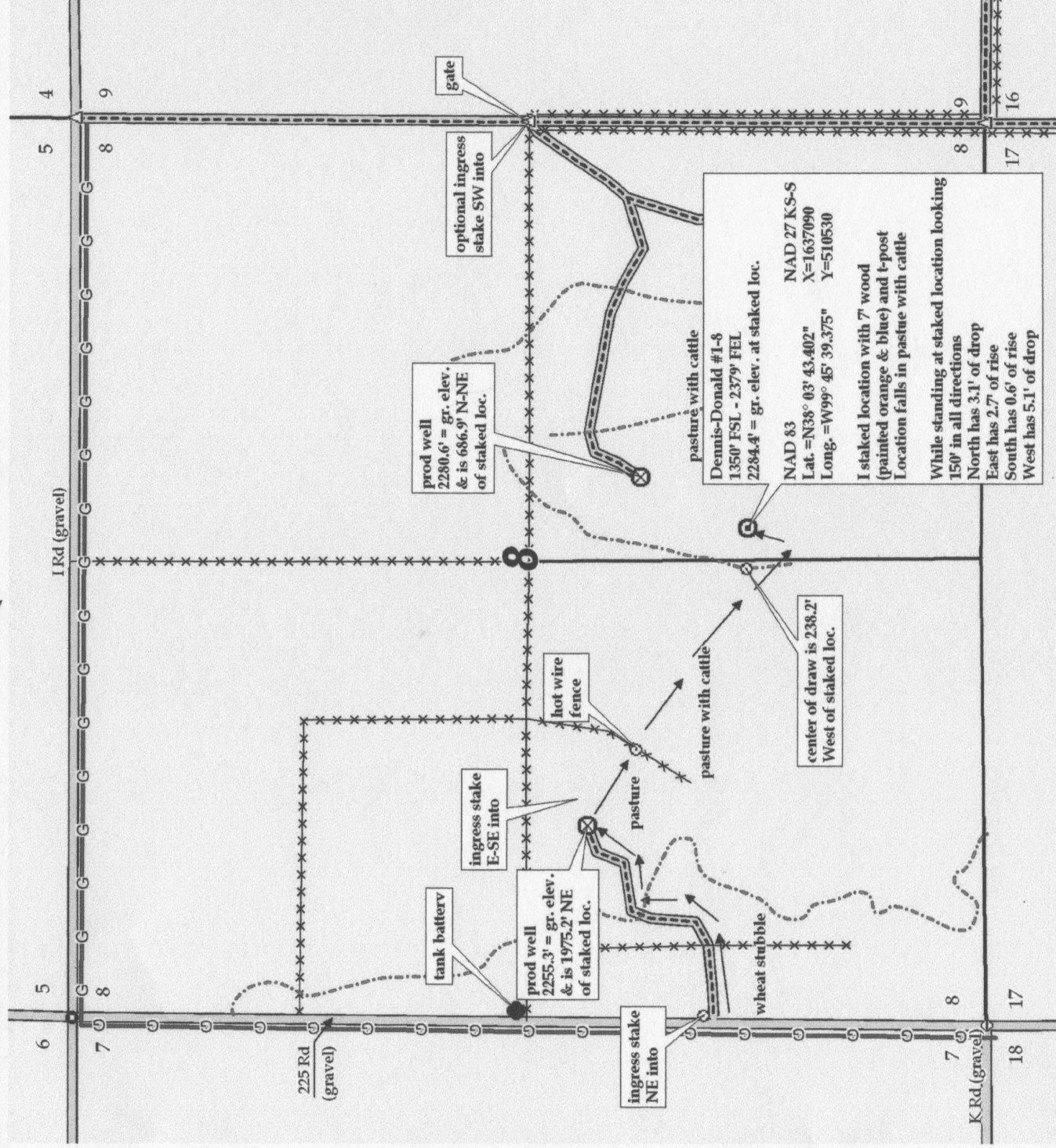
SCALE: **1" = 1000'**
 DATE STAKED: **July 14th, 2011**
 MEASURED BY: **Luke R.**
 DRAWN BY: **Luke R.**
 AUTHORIZED BY: **Cecil O. & John E.**

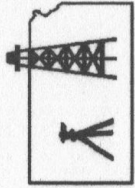
GR. ELEVATION: **2284.4'**

PROSPECT

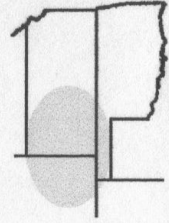
This drawing does not constitute a monumented survey or a land survey plat.
This drawing is for construction purposes only.

Directions: From the NW side of Hanston, KS at the intersection of Hwy 156 & Bazine Rd North - Now go 4 miles SW on Hwy 156 - Now go 1.4 miles South on 225 Rd to the NW corner of section 8-23s-22w - Now go 0.7 mile South on 225 Rd to ingress stake NE into - Now go 0.3 mile NE on lease rd to prod well & ingress stake E-SE into - Now go approx. 530' SE through pasture - Now go approx. 1440' SE through pasture with cattle - Now go approx. 230' N-NE through pasture into staked location. Final ingress must be verified with land owner or Operator.





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



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 OPERATOR
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Dennis-Donald #1-8
 LEASE NAME
1350' FSL - 2379' FEL
 LOCATION SPOT

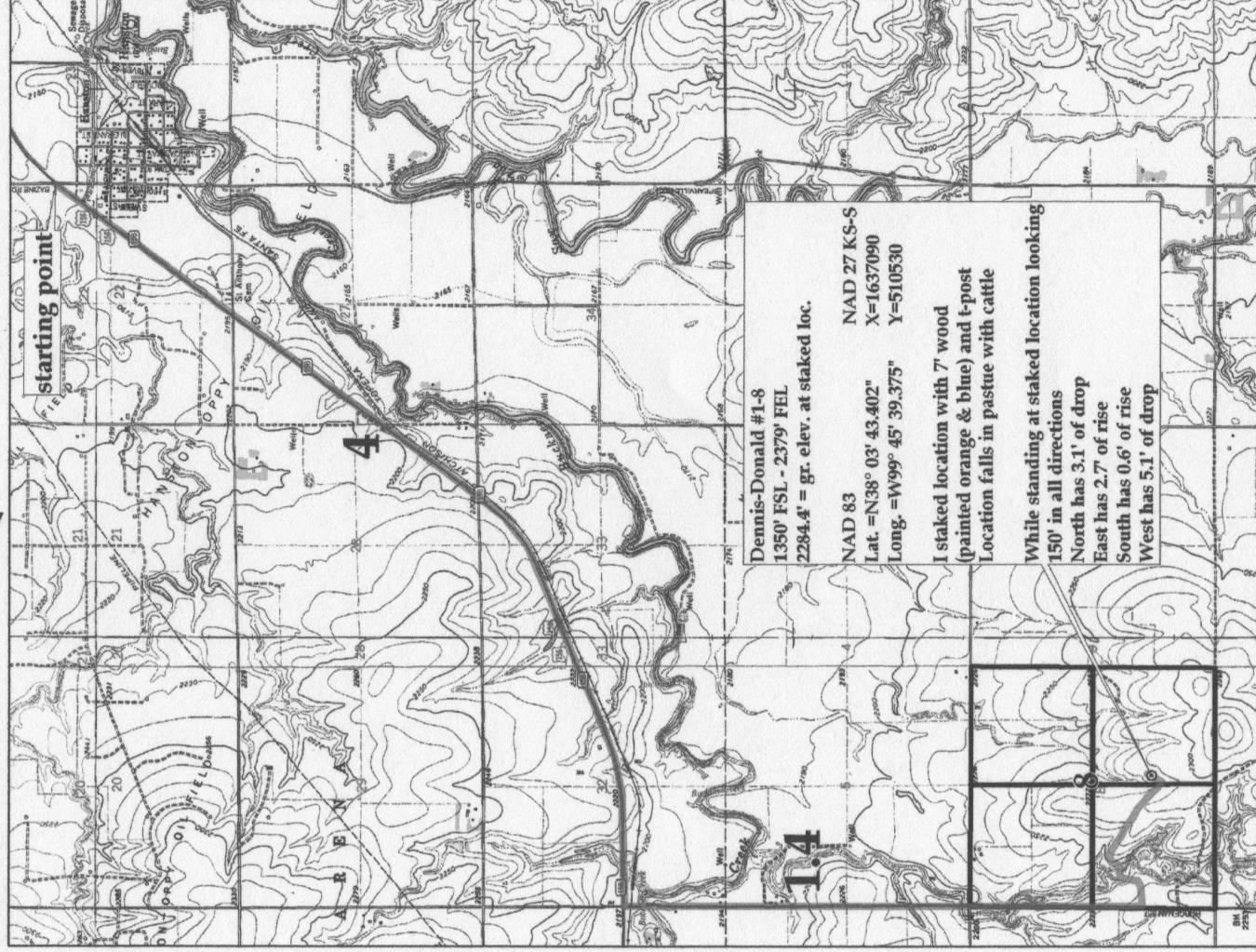
8 Sec. **23s** Twp. **22w** Rng.

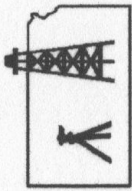
SCALE: N/A
 DATE STAKED: July 14th, 2011
 MEASURED BY: Luke R.
 DRAWN BY: Luke R.
 AUTHORIZED BY: Cecil O. & John E.

GR. ELEVATION: 2284.4'
 PROSPECT

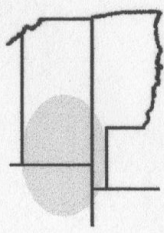
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q071811-t
 PLAT NO.

9474
 INVOICE NO.

American Warrior, Inc.

Dennis-Donald #1-8

OPERATOR

LEASE NAME

Hodgeman County, KS
 COUNTY

1350' FSL - 2379' FEL

LOCATION SPOT

SCALE: **1" = 1000'**

GR. ELEVATION: **2284.4'**

PROSPECT

DATE STAKED: **July 14th, 2011**

MEASURED BY: **Luke R.**

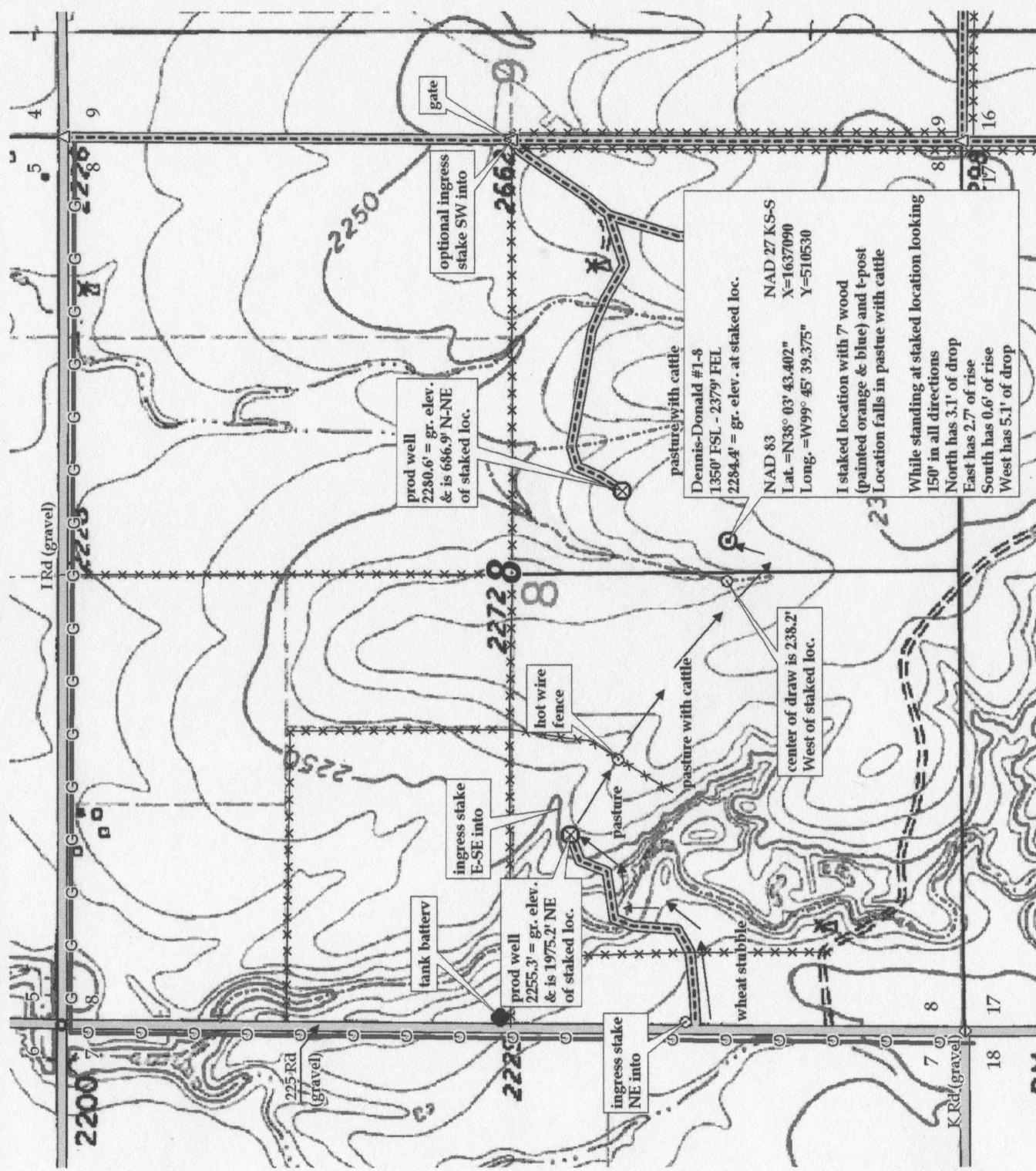
DRAWN BY: **Luke R.**

AUTHORIZED BY: **Cecil O. & John E.**

Directions: From the NW side of Hanston, KS at the intersection of Hwy 156 & Bazine Rd North - Now go 4 miles SW on Hwy 156 - Now go 1.4 miles South on 225 Rd to the NW corner of section 8-23s-22w - Now go 0.7 mile South on 225 RD to ingress stake NE into - Now go 0.3 mile NE on lease rd to prod well & ingress stake E-SE into - Now go approx. 530' SE through pasture - Now go approx. 1440' SE through pasture with cattle - Now go approx. 230' N-NE through pasture 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.

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Dennis-Donald #1-8
 1350' FSL - 2379' FEL
 2284.4' = gr. elev. at staked loc.
 NAD 83 NAD 27 KS-S
 Lat. = N38° 03' 43.402" X=1637090
 Long. = W99° 45' 39.375" Y=510530
 I staked location with 7 wood
 (painted orange & blue) and t-post
 Location falls in pasture with cattle
 While standing at staked location looking
 150° in all directions
 North has 3.1' of drop
 South has 2.7' of rise
 West has 5.1' of drop

AWI-OTE LEASE

INDEXED

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 26th day of November, 2008 between

Donald Sebes and Verlene Sebes, husband and wife

106 W. Adams

Hanston, KS 67849

hereinafter called Lessor (whether one or more), and American Warrior, Inc. hereinafter called Lessee. Lessor, in consideration of Dollars in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements if the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, respecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in the County of Hodgeman State of Kansas, and described as follows:

The Southwest Quarter (SW $\frac{1}{4}$)

Section 8, Township 23 South, Range 22 West, and containing 160 acres, more or less, and all accretions therein.

Subject to the provisions herein contained, this lease shall remain in force for a term of two (2) years from this date (called "primary term") and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is or can be produced from said land or as to 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 its 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:

1st. 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.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (out, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessor 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, after 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 shut-in, before or after production therefrom, lessee or any assignee hereunder may pay or tender annually, within sixty (60) days after the end of each yearly period during which such gas well or gas wells are shut-in, as substitute gas royalty, One Dollar (\$1.00) per acre 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 to completion with reasonable diligence and to complete within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee 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 on the leased premises.

Lessee shall bury lessee's pipelines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor. Lessee shall pay for damages caused by lessee's operations on 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, tend to their beds, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals 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 hereof. 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 extend 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 lease for lessor, by payment of 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 of reversion and homestead in the premises described herein, in so far as said right of reversion and homestead may in any way affect the purposes for which this lease was 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, 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 acreage 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 by 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 will 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 or not 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 on a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or its royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

If at the end of the primary term, this lease is not otherwise extended by production, lessee or its assigns is hereby granted an option to extend this lease for an additional one (1) year. In the event the lessee elects to exercise this option, a consideration of \$10.00 Dollars per net mineral acre shall be paid to the lessor.

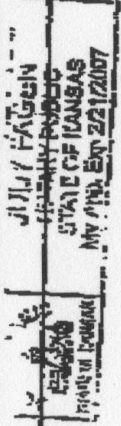
IN WITNESS WHEREOF, we sign the day and year first above written.

Donald Sebes
Donald Sebes

Verlene Sebes
Verlene Sebes

STATE OF KANSAS ACKNOWLEDGMENT FOR INDIVIDUAL (KAOICaNe)
 COUNTY OF ROCKWELL
 The foregoing instrument was acknowledged before me this 6th day of March 2006
 by HUBBARD and WIFE, as tenants in common and DOUGLASS M. HUBBARD

My commission expires 2-21-07
Paula Berger
 Notary Public



STATE OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KAOICaNe)
 COUNTY OF _____
 The foregoing instrument was acknowledged before me this _____ day of _____ 19____
 by _____ and _____

My commission expires _____

 Notary Public

STATE OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KAOICaNe)
 COUNTY OF _____
 The foregoing instrument was acknowledged before me this _____ day of _____ 19____
 by _____ and _____

My commission expires _____

 Notary Public

STATE OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KAOICaNe)
 COUNTY OF _____
 The foregoing instrument was acknowledged before me this _____ day of _____ 19____
 by _____ and _____

My commission expires _____

 Notary Public

OIL AND GAS LEASE

FROM Denys L. Sebes, et ux
70 Daystar Petroleum, Inc.
 This instrument was filed for record on the 16 day of March 2006.
 at 9:00 o'clock A. M. and day recorded in Book 57 Page 188 of the records of this office.
Paula Berger Notary Public
Sharon Kibben Register of Deeds



STATE OF _____ ACKNOWLEDGMENT FOR CORPORATION (KAOICaNe)
 COUNTY OF _____
 The foregoing instrument was acknowledged before me this _____ day of _____ 19____
 by _____ of _____
 corporation, on behalf of the corporation.
 My commission expires _____

 Notary Public

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

July 26, 2011

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

Re: Drilling Pit Application
Dennis-Donald 1-8
SW/4 Sec.08-23S-22W
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.