



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

Must be approved by KCC five (5) days prior to commencing well

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, MUST be submitted with this form.

Expected Spud Date: month day year

OPERATOR: License#
Name:
Address 1:
Address 2:
City: State: Zip:
Contact Person:
Phone:

CONTRACTOR: License#
Name:

Well Drilled For: Well Class: Type Equipment:
Oil, Gas, Seismic, Other
Enh Rec, Storage, Disposal, Infield, Pool Ext, Wildcat, Other
Mud Rotary, Air Rotary, Cable

Operator:
Well Name:
Original Completion Date: Original Total Depth:

Directional, Deviated or Horizontal wellbore?
If Yes, true vertical depth:
Bottom Hole Location:
KCC DKT #:

Spot Description:
Sec. Twp. S. R.
feet from N / S Line of Section
feet from E / W Line of Section
Is SECTION: Regular Irregular?

(Note: Locate well on the Section Plat on reverse side)

County:
Lease Name: Well #:
Field Name:

Is this a Prorated / Spaced Field?
Target Formation(s):
Nearest Lease or unit boundary line (in footage):

Ground Surface Elevation: feet MSL
Water well within one-quarter mile:
Public water supply well within one mile:
Depth to bottom of fresh water:
Depth to bottom of usable water:
Surface Pipe by Alternate: I II
Length of Surface Pipe Planned to be set:
Length of Conductor Pipe (if any):
Projected Total Depth:
Formation at Total Depth:

Water Source for Drilling Operations:
Well Farm Pond Other:
DWR Permit #:
(Note: Apply for Permit with DWR)

Will Cores be taken?
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;
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.

Submitted Electronically

For KCC Use ONLY
API # 15 -
Conductor pipe required feet
Minimum surface pipe required feet per ALT. I II
Approved by:
This authorization expires:
(This authorization void if drilling not started within 12 months of approval date.)
Spud date: Agent:

Remember to:

- 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.
- If well will not be drilled or permit has expired (See: authorized expiration date) please check the box below and return to the address below.

Well will not be drilled or Permit Expired Date:
Signature of Operator or Agent:

Mail to: KCC - Conservation Division,
130 S. Market - Room 2078, Wichita, Kansas 67202

E
W



1060357

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

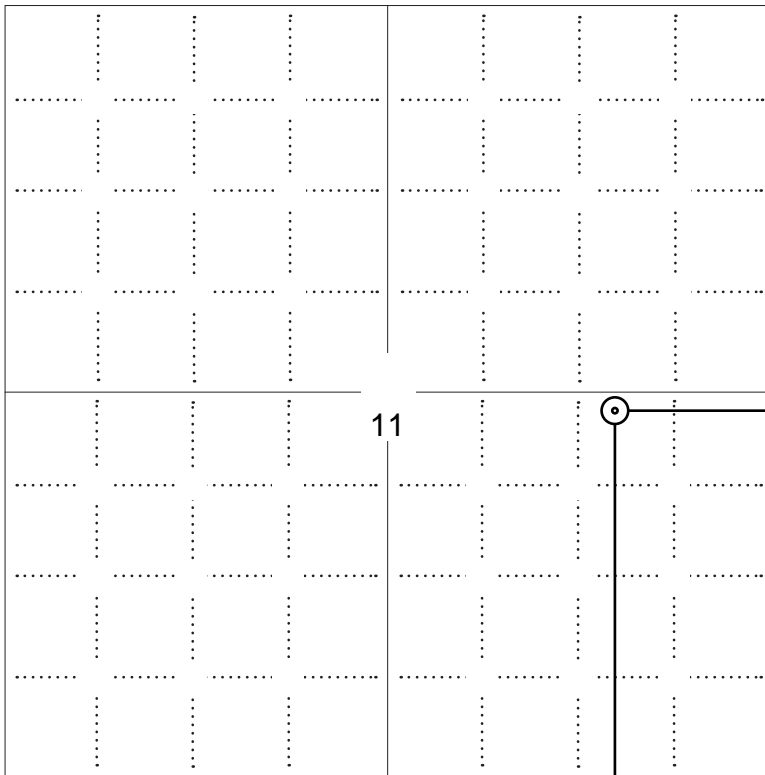
Is Section:  Regular or  Irregular

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

Section corner used:  NE  NW  SE  SW

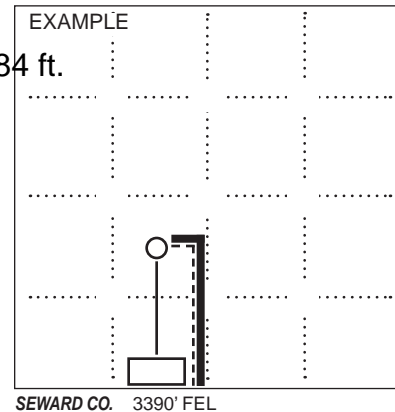
### PLAT

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.**

2508 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 1060357  
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	
<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.*

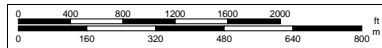
I Submitted Electronically

I



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[www.delorme.com](http://www.delorme.com)

Scale 1 : 17,600  
1" = 1470 ft





**DECLARATION FOR UNITIZED OPERATIONS  
KNOW ALL MEN BY THESE PRESENTS: THAT,**

**WHEREAS, A G V CORP. is the sole owner of the following  
described oil and gas leases:**

**#1**

**Dated:** October 1, 2008  
**Lessor:** Herbert E. Hoss and Sammye J. Hoss, husband and wife  
**Lessee:** Beth A Isern  
**Legal:** See attached Exhibit A  
**Recorded:** Book 327 at page 364 of the records of the Register of Deeds Office  
of Barber County, Kansas

**#2**

**Dated:** October 1, 2008  
**Lessor:** Janet J Strunk and Daniel M Strunk, wife and husband  
**Lessee:** Beth A Isern  
**Legal:** See attached Exhibit A  
**Recorded:** Book 327 at page 350 of the records of the Register of Deeds Office  
of Barber County, Kansas

**#3**

**Dated:** August 12, 2010  
**Lessor:** Ellinor L Bible, a widow; C Mitchell Bible; Constance Anne Bible;  
Esther Leanne (Bible) Sifford  
**Lessee:** A G V Corp  
**Legal:** East Half of the Southeast Quarter (E/2 SE/4) of Section 11, Township 30  
South, Range 15 West of the 6th P.M., and Southwest Quarter (SW/4)  
of Section 12, Township 30 South, Range 15 West of the 6th P.M., all in  
Barber County, Kansas  
**Recorded:** Book 328 at page 20 of the records of the Register of Deeds Office  
of Barber County, Kansas

**#4**

**Dated:** August 12, 2010  
**Lessor:** Ellinor L Bible, a widow; C Mitchell Bible; Constance Anne Bible;  
Esther Leanne (Bible) Sifford  
**Lessee:** A G V Corp  
**Legal:** Southwest Quarter (SW/4) and West Half of the Southeast Quarter (W/2 SE/4)  
of Section 11, Township 30 south, Range 15 West of the 6th P.M., Barber  
County, Kansas

**Recorded: Book 328 at page 26 of the records of the Register of Deeds Office  
of Barber County, Kansas**

**WHEREAS, under the terms of each of the above leases, the lessee is granted the right and privilege to consolidate the oil leasehold estate with other oil leasehold estates to form a consolidated oil leasehold estate to not exceed a total of 40 acres, plus a tolerance often percent (10%) to conform to Governmental Survey quarter sections;**

**WHEREAS, the undersigned desire to exercise the consolidation and pooling rights granted to them under each of the leases hereinabove specifically described;**

**The undersigned, pursuant to consolidation and pooling provisions of said oil and gas leases does hereby designate and describe:**

### **DECLARATION**

**The Northwest Quarter (NW/4) of the Northeast (NE/4) of the Southeast (SE/4)  
in Section 11, Township Thirty (30), Range Fifteen West (15)**

**The Northeast Quarter (NE/4) of the Northwest (NW/4) of the Southeast (SE/4)  
in Section 11, Township Thirty (30), Range Fifteen West (15)**

**The Southwest Quarter (SW/4) of the Southeast Quarter (SE/4) of the Northeast (NE/4)  
in Section 11, Township Thirty (30), Range Fifteen West (15)**

**The Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of the Northeast (NE/4)  
in Section 11, Township Thirty (30), Range Fifteen West (15)**





Declaration

Janet J. Strunk  
Janet J. Strunk

Daniel M. Strunk  
Daniel M. Strunk

STATE OF Kansas )  
COUNTY OF Sedgwick )

SS:

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of July, 2011, by Janet J. Strunk and Daniel M. Strunk, wife and husband, and acknowledged that they executed the foregoing Declaration for Unitized Operations as their free act and deed.

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



Mary E. Van Horn  
Notary Public

Declaration

Herbert E. Hoss  
Herbert E. Hoss

Sammye J. Hoss  
Sammye J. Hoss

STATE OF Kansas )  
                                  )  
COUNTY OF Johnson )

SS:

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of July, 2011, by Herbert E. Hoss and Sammye J. Hoss, husband and wife, and acknowledged that they executed the foregoing Declaration for Unitized Operations as their free act and deed.

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

Rachael French  
Notary Public



**EXHIBIT 'A'**

**(Attached to that certain Oil & Gas Lease dated October 1, 2008 between Herbert E. Hoss and Sammye J. Hoss, Lessors and Beth A. Isern, Lessee)**

**BARBER COUNTY, KANSAS**

**The North Half(N2) of Section Eleven (11), Township Thirty (30) South, Range Fifteen (15) West, and the Northwest Quarter (NW/4) and the West Half of the Northeast quarter (W/2 NE/4) of Section Twelve (12), Township Thirty (30) south, Range Fifteen (15) West, except two tracts described as follows;**

**From the Northeast Corner of the Northeast Quarter (NE/4) of Section Eleven (11), Township Thirty (;30) South, Range Fifteen (15) West, West One Thousand Feet (1,000'), then South One Thousand Feet (1,000'), then East One Thousand Feet (1,000'), then North One Thousand Feet (1,000'), to the point of beginning, and except tract as follows;**

**Commencing at the Northwest Corner of Section Twelve (12), Township Thirty (30) South, Range Fifteen (15) West, Thence South on the West Section line of said Section Twelve (12) a distance of Seven Hundred Fifty feet (750'), Thence East to the West Road right-of-way of Barber County Road #022A, also known as the Sun City Road, thence North along said right-of-way to the North Section line of said Section Twelve (12), thence West along said Section line to the point of beginning, encompassing 22.3 acres, more or less**

## **DECLARATION FOR UNITIZED OPERATIONS**

**KNOW ALL MEN BY THESE PRESENTS: THAT,**

**WHEREAS, A G V CORP. is the sole owner of the following described oil and gas leases:**

### **#1**

**Dated: October 1, 2008**  
**Lessor: Herbert E. Hoss and Sammye J. Hoss, husband and wife**  
**Lessee: Beth A Isem**  
**Legal: See attached Exhibit A**  
**Recorded: Book 327 at page 364 of the records of the Register of Deeds Office of Barber County, Kansas**

### **#2**

**Dated: October 1, 2008**  
**Lessor: Janet J Strunk and Daniel M Strunk, wife and husband**  
**Lessee: Beth A Isem**  
**Legal: See attached Exhibit A**  
**Recorded: Book 327 at page 350 of the records of the Register of Deeds Office of Barber County, Kansas**

### **#3**

**Dated: August 12, 2010**  
**Lessor: Ellnor L Bible, a widow; C Mitchell Bible; Constance Anne Bible; Esth r Le nn  (Bible) Sifford**  
**Lessee: A G V Corp**  
**Legal: East Half of the Southeast Quarter (E/2 SE/4) of Section 11, Township 30 South, Range 15 West of the 6th P.M., and Southwest Quarter (SW/4) of Section 12, Township 30 South, Range 15 West of the 6th P.M., all in Barber County, Kansas**  
**Recorded: Book 328 at page 20 of the records of the Register of Deeds Office of Barber County, Kansas**

## DECLARATION

**#4**

**Dated:** August 12, 2010

**Lessor:** Ellinor L Bible, a widow; C Mitchell Bible; Constance Anne Bible;  
Esther Leanne (Bible) Sifford

**Lessee:** A G V Corp

**Legal:** Southwest Quarter (SW/4) and West Half of the Southeast Quarter (W/2 SE/4)  
of Section 11, Township 30 south, Range 15 West of the 6th P.M., Barber  
County, Kansas

**Recorded:** Book 328 at page 26 of the records of the Register of Deeds Office  
of Barber County, Kansas

**WHEREAS**, under the terms of each of the above leases, the lessee is granted the right and privilege to consolidate the gas leasehold estate with other gas leasehold estates to form a consolidated gas leasehold estate to not exceed a total of 160 acres, plus a tolerance often percent (10%) to conform to Governmental Survey quarter sections;

**WHEREAS**, the undersigned desire to exercise the consolidation and pooling rights granted to them under each of the leases hereinabove specifically described;

The undersigned, pursuant to consolidation and pooling provisions of said oil and gas leases does hereby designate and describe:

## DECLARATION

The Northeast (NE/4) of the Southeast (SE/4) in Section 11, Township Thirty (30), Range Fifteen West (15)

The Northwest (NW/4) of the Southeast (SE/4) in Section 11, Township Thirty (30), Range Fifteen West (15)

The Southeast Quarter (SE/4) of the Northeast (NE/4) in Section 11, Township Thirty (30), Range Fifteen West (15)

The Southwest Quarter (SW/4) of the Northeast (NE/4) in Section 11, Township Thirty (30), Range Fifteen West (15)

**DECLARATION**

covering an area of 160 acres, more or less, as a consolidated and pooled gas leasehold estate for the purpose of exploration, development and production of gas, and do hereby consolidate and pool the gas leasehold estate under each of the above-described oil and gas leases with the other so as to form a consolidated and pooled gas leasehold estate of 160 acres, more or less, in accordance with the terms, provisions and conditions of said oil and gas leases.

EXECUCUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**A G V CORP.**

By: \_\_\_\_\_  
Larry G. Mans  
Secretary

STATE OF KANSAS )  
                                  )  
COUNTY OF BARBI )

SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of July, 2011, by Larry G. Mans, Secretary of A G V Corp., on behalf of the Corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

Declaration

Janet J. Strunk  
Janet J. Strunk

Daniel M. Strunk  
Daniel M. Strunk

STATE OF Kansas )  
COUNTY OF Edgwick )

SS:

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of July, 2011, by Janet J. Strunk and Daniel M. Strunk, wife and husband, and acknowledged that they executed the foregoing Delcaration for Unititized Operations as their free act and deed.

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

MARY E. VAN HORN  
Notary Public - State of Kansas  
My Appt. Expires March 11, 2014

Mary E. Van Horn  
Notary Public



Declaration

Herbert E. Hoss  
Herbert E. Hoss

Sammye J. Hoss  
Sammye J. Hoss

STATE OF Kansas )  
                                  )  
COUNTY OF Johnson )

SS:

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of July, 2011, by Herbert E. Hoss and Sammye J. Hoss, husband and wife, and acknowledged that they executed the foregoing Delcaration for Unititized Operations as their free act and deed.

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

Rachael French  
Notary Public



**EXHIBIT 'A'**

(Attached to that certain Oil & Gas Lease dated October 1, 2008 between Herbert E. Hoss and Sammye J. Hoss, Lessors and Beth A. Isem, Lessee)

**BARBER COUNTY, KANSAS**

The North Half(N2) of Section Eleven (11), Township Thirty (30) South, Range Fifteen (15) West, and the Northwest Quarter (NW/4) and the West Half of the Northeast quarter (W/2 NE/4) of Section Twelve (12), Township Thirty (30) south, Range Fifteen (15) West, except two tracts described as follows;

From the Northeast Corner of the Northeast Quarter (NE/4) of Section Eleven (11), Township Thirty (30) South, Range Fifteen (15) West, West One Thousand Feet (1,000'), then South One Thousand Feet (1,000'), then East One Thousand Feet (1,000'), then North One Thousand Feet (1,000'), to the point of beginning, and except tract as follows;

Commencing at the Northwest Corner of Section Twelve (12), Township Thirty (30) South, Range Fifteen (15) West, Thence South on the West Section line of said Section Twelve (12) a distance of Seven Hundred Fifty feet (750'), Thence East to the West Road right-of-way of Barber County Road #022A, also known as the Sun City Road, thence North along said right-of-way to the North Section line of said Section Twelve (12), thence West along said Section line to the point of beginning, encompassing 22.3 acres, more or less

**Kathy Wood**

---

**From:** "P. John Eck" <john@eckagency.com>  
**To:** <je-atty@sbcglobal.net>  
**Cc:** "Kent Roberts" <kent@robertsresources.kscoxmail.com>  
**Sent:** Thursday, July 28, 2011 9:27 PM  
**Subject:** Unitization

Hi Rob,

Kent Roberts talked with Herb Hoss yesterday and Herb said he was going to overnight the unitization or drive it down so Gordon should have it today. Please let me know if you have it. If so, you could scan it to me and then we'd have it to send in with the drilling intent. We need the sister's also (from Derby).

Please call me in the AM to let me know. I did receive the Cully lease in the mail from you today

John Eck

# JOHNSTON & EISENHAUER

ATTORNEYS AT LAW

MICHAEL K. JOHNSTON

P.O. DRAWER 825 • 113 EAST THIRD  
PRATT, KANSAS 67124  
620-672-5533 • FAX 620-672-3313  
July 19, 2011

ROBERT R. EISENHAUER  
**RECEIVED**

JUL 20 2011

STULL & WOOD, LLC

Gordon Stull  
P.O. Box 345  
Pratt, Kansas 67124

RE: Unitization of Bible Hoss Acreage

Dear Gordon:

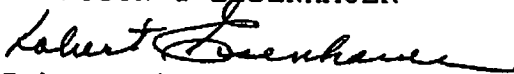
Please find enclosed the Declaration of Unitized Operations in the above entitled matter. If the same meets with your approval, could you please send to your clients for signatures and return to our office.

If you have questions, please feel free to call. Thank you.

Sincerely,

JOHNSTON & EISENHAUER

By

  
Robert Eisenhauer  
For the Firm

RE 

Enclosure

# JOHNSTON & EISENHAUER

ATTORNEYS AT LAW

MICHAEL K. JOHNSTON

P.O. DRAWER 825 • 113 EAST THIRD  
PRATT, KANSAS 67124  
620-672-5533 • FAX 620-672-3313

ROBERT R. EISENHAUER

July 29, 2011

## DRILLING TITLE OPINION Hoss Lease

Re: North Half (N/2) of Section 11, Township 30 South, Range 15 West, and the Northwest Quarter (NW/4) and the West Half of the Northeast Quartet (W/2 NE/4) of Section 12, Township 30 South, Range 15 West, except two tracts described as follows:

From the Northeast corner of the Northeast Quarter (NE/4) of Section 11, Township 30 South, Range 15 West, thence west 1,000 feet, thence south 1,000 feet, thence east 1,000 feet, thence north 1,000 feet to the point of beginning, and except

A tract commencing at the Northwest corner of Section 12, Township 30 South, Range 15 West, thence south on the West Section line of said Section 12 a distance of 750 feet; thence east to the west road right-of-way of Barber County Road #022A, aka the Sun City Road, thence north along said right-of-way to the north section line of said Section 12, thence west along said section line to the point of beginning, encompassing 22.3 acres, more or less.

This Drilling Title Opinion is prepared for A G V CORP., 123 N. Main, Attica, Kansas 67009, and is intended solely for its private, internal use and is not for the use of others.

### RECORDS EXAMINED:

This is to certify that we have examined the records of the Register of Deeds Office and Clerk of the District Court of Barber County, Kansas, covering the above described real property from the issuance of the government patent to July 20, 2011, at 8:00 a.m.

### TITLE FINDINGS:

Based on our examination of the above described records, assuming the accuracy thereof and the validity of the indexing thereof, we now find, as of July 20, 2011, at 8:00 a.m. title good for drilling title purposes as follows:

## Drilling Title Opinion

### Surface Interest:

Undivided one-half interest: Janet J. Strunk  
Undivided one-half interest: Herbert E. Hoss

### Mineral Interest:

Undivided one-half interest: Janet J. Strunk  
Undivided one-half interest: Herbert E. Hoss

### Overriding Royalty Interest:

None Reserved in Lease

### Working Interest:

AGV Corporation

### TERMS OF LEASE

Form: 88-(Producers Special) (Paid Up) 63U  
(Rev. 1993)

Date: October 1, 2008

Lessor: Janet J. Strunk and Daniel M. Strunk,  
wife and husband

Lessee: Beth A. Isern

Primary term: 3 years

Royalty: 5/32

Overriding Royalty  
Interest: None reserved in lease

Delay Rental Date: N/A

Total Delay Rental: N/A

Payment of Delay Rental: N/A

Shut-in Gas Royalty  
Provision: \$1.00 per net mineral acre

Entirety Clause: No

## Drilling Title Opinion

Gas Unitization Provision: See attached addendum to oil and gas lease

Special Provisions: See attached addendum to oil and gas lease

Recording data: Filed for record in book 327 at page 350 of the records Register of Deeds Office of Barber County, Kansas

### TERMS OF LEASE

Form: 88- (Producers Special) (Paid Up) 63U (Rev. 1993)

Date: October 1, 2008

Lessor: Herbert E. Hoss and Sammye J. Hoss, husband and wife

Lessee: Beth A. Isern

Primary term: 3 years

Royalty: 5/32

Overriding Royalty Interest: None reserved in lease

Delay Rental Date: N/A

Total Delay Rental: N/A

Payment of Delay Rental: N/A

Shut-in Gas Royalty Provision: \$1.00 per net mineral acre

Entirety Clause: No

Gas Unitization Provision: See attached addendum to oil and gas lease

Special Provisions: See attached addendum to oil and gas lease

Recording data: Filed for record in book 327 at page 364 of the records Register of Deeds Office of Barber County, Kansas



## Drilling Title Opinion

subject however to the following:

1. We would require that an Affidavit of Possession be executed by the person(s) currently occupying the above described real property.

2. Our examination of the records of the Register of Deeds Office of Barber County, Kansas, shows numerous oil and gas leases which appear to have expired by their own terms but have not been released of record.

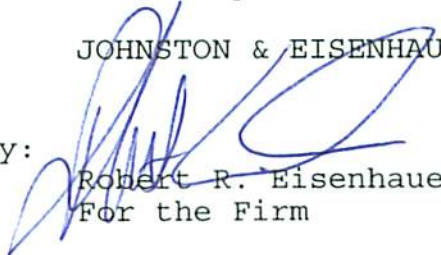
REQUIREMENT: We would require that an Affidavit of Non-production be executed by a knowledgeable individual stating that they know of their own personal knowledge that there is not now any oil and/or gas being produced from the above described real property. Said affidavit should also state that said property has not been unitized with any other property which is now producing oil and/or gas in paying quantities.

3. If Lessee is not satisfied as to the correct boundaries of the leased premises, then the drilling location should be staked by a surveyor before drilling is commenced.

Sincerely,

JOHNSTON & EISENHAUER

By:

  
Robert R. Eisenhauer  
For the Firm

RRE/lmr

D.T.O. - #8720

**ADDENDUM TO OIL AND GAS LEASE**

(Attached to that certain Oil and Gas Lease dated October 1, 2008, as described herein below and hereby made a part thereof, containing 4 pages, 20 provisions.)

This Addendum is made part of a certain oil and gas lease dated October 1, 2008, by and between Janet J. and Daniel M. Strunk, husband and wife, and whose address is 10814 E. 75<sup>th</sup> St. So., Derby, KS 67037, hereinafter known as LESSORS, and Beth A. Isem, hereinafter known as LESSEE, covering those particularly described lands as described on the oil and gas lease to which this Addendum is attached thereto as situated in Sections 11 and 12, Township 30 South, Range 15 West in Barber County Kansas to the same extent as if the provisions hereof had been originally written in said Lease. In the event of conflict between the Lease provisions and the provisions provided in this Addendum, the provisions of this Addendum shall control and be binding. By accepting and recording this Lease and Addendum, the Lessee agrees to the terms of this Lease and Addendum.

1. The royalty for both oil and gas produced under this lease is  $5/32$  or (.15625), instead of  $1/8$  (.12500) of the market value at the wellhead. Lessee agrees to pay the Lessor the above reserved royalty free and clear of all costs of producing, storing, separating, treating, dehydrating, compressing, processing, and transporting the oil or gas or other products to the pipeline of the purchaser or gatherer or making the oil or gas ready for sale. The Lessor specifically will not be responsible for the cost of building, laying, or maintaining a line from a well to the purchaser's pipeline. Lessor shall be paid for all sales directly from the oil purchaser and all gas sales will be to Lessor by Lessee within 30 days of receipt of payment from the gas purchaser or from gas purchaser directly. No oil or gas may be used by Lessee on or off the leased premises without payment to Lessor. If Lessor is not paid production royalty within 90 days of production this lease will terminate.
2. Any water used for drilling or washing down a well on these premises shall be purchased from Lessor at a cost of \$1500.00 per well drilled or washed down. Payment will be made before these operations begin. Lessor will designate where the water will be collected.
3. Any fresh water wells drilled on this lease by Lessee shall be left cased and intact when abandoned by Lessee. The use of fresh water provided under this lease is limited for drilling operations only. Lessee shall specifically not have the right to use fresh water from the above described premises for the purpose of water flooding.
4. It is understood and agreed between the parties that any pipe lines located on this lease shall be buried and maintained to a depth of 36 to 48 inches, and damages will be paid at \$0.75 per lineal foot. On lines laid after the primary term, the damage amount will be renegotiated, but shall be no less than \$0.75 per lineal foot.

5. Any sand or gravel used on Lessor's roads may be purchased from Lessor at a consideration of \$0.50 per yard.
6. No salt water or oil shall be flowed on the ground, or into pits. All pits dug or used in connection with the development and production of this lease shall be dug a minimum of (6) feet deep, and maximum precaution shall be taken to protect the soil from damage caused by any and all uses of said pits. Any pit, tank battery site, or drilling site shall be dug in such a manner as to allow the topsoil to be put back on the surface of the ground when the pit, tank battery, or drill site is restored to its original condition. No right is granted to the Lessee to erect on any part of said premises any plant, power station, telephone line, or facility for gasoline extraction or for the processing of said gas or petroliferous substances, or for the housing of employees, except the normal and necessary heater treater and separator customarily used.
7. Lessee agrees that should he elect to abandon or assign operations on this lease, he will consult with Lessor prior to abandoning or assigning the same and will give Lessor the first option to purchase the salvage and well prior to abandoning or assigning the same. Lessee further agrees that within six months of abandonment of this lease he will plug all wells, fill all pits, bury all oil deposits found on the surface of the ground; remove all structures, and restore the premises to its original condition and contour as near as possible. The Lessee agrees to exercise any rights with respect to removal and recovery of materials, buildings, equipment, casings etc. set forth in the main part of the contract within (6) months of the abandonment or expiration of the lease. The failure of the Lessee to exercise this right within six (6) months will vest the title to all such materials, buildings, casing, equipment, etc., absolutely and unconditionally in the Lessor.
8. Lessor reserves the right to designate all routes of ingress and egress. Prior to the construction of any roads, pipelines, tank battery installations or installations of any other equipment on the leased premises, Lessee shall consult and agree with Lessor as to the location and direction of the same.
9. It is understood that Lessee will allow the Lessor or his agent free access to the site of all operations, at all times, provided that any information that he obtains while on the site will be kept confidential if requested by the Lessee. Further, copies of all logs produced in connection with the operations will be furnished to the Lessor, free of cost to the Lessor when the logs are made. Information gathered from seismic data will be shared and discussed with the Lessor, but it is understood that this data is the property of the Lessee and will not be given to other parties.
10. It is understood that this lease covers drilling for petroleum and natural gas and related hydrocarbons except coal, lignite and uranium, and does not cover any other substance or product produced.

11. No operations will take place within 250 feet of buildings without written permission.
12. The Lessee agrees to furnish a division order for gas or oil that identifies the unit, the name, address and social security number of the royalty owner, and the decimal amount. If in any way the terms of the division order differ from the terms of the oil and gas lease, the provisions of the oil and gas lease shall govern.
13. The Lessee agrees to update Lessor's abstract in the event of production and return same.
14. Should any wells be drilled, roadways established, structures erected, or any other use or damage caused to land enrolled in the Conservation Reserve Program (CRP); any repayments of cost-shares, annual payments, interest, and/or liquidated damages, will be promptly reimbursed to the Lessor by the Lessee.
15. Lessee shall pay Lessor for damages to all property, real, personal, or mixed, or caused by its operations on said land, including but not limited to land, growing crops, grass, buildings, livestock, surface, pollution of either surface or subsurface water, fences and other improvements and personal property. All damages hereunder shall be due and payable on or before three (3) months after the same occur. The Lessee agrees that prior to drilling he will pay to Lessor a minimum of \$2000.00 to cover the surface damages for each well that is drilled, and will also restore the surface to its original condition, and should the actual damages exceed \$2000.00 Lessee will pay the amount for the actual damages.
16. Lessee agrees to locate any tank battery on the already damaged well location. If Lessee locates a tank battery on a new location, the location must be agreed to by Lessor and \$1000.00 damages will be paid to Lessor.
17. It is understood between the parties that if unitization is needed because the well site is close to an adjoining royalty owner, that the well will hold no more than 160 acres in the unit and each adjoining royalty owner will share royalty in proportion to their acreage. \*SEE ADDITION BELOW SIGNATURES.
18. Lessee agrees that if seismic work is done on this lease a seismograph permit to do seismic 3-D, with compensation for damages, separate from this lease, will be obtained from the Lessor. The seismic permit and the above payment will cover only one collection of data.
19. Lessee will not be relieved of his obligations to perform actions and pay damages by executing a surrender or release of this lease. If this lease is assigned to another operator the assignee will assume all of the Lessee's obligations under this contract.

20. Lessee and Lessor agree that if a dispute arises over damages each party may designate a representative who will decide the dispute. If these Representatives can not reach an agreement, they will appoint a mutually agreed upon third party to settle the dispute. This third party will be a person familiar with grass and land management like a government range management specialist.

SIGNED FOR IDENTIFICATION:

Janet J. Strunk      Daniel M. Strunk

BY: Janet J. Strunk

BY: Daniel M. Strunk

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\*No unitization of acreage included in this lease may occur without the written consent of lessor, which will not be unreasonably withheld. Further, any unit formed with acreage included in this lease must include not less than 10 acres from this lease for a 40 acre oil unit and/or not less than 40 acres from this lease for a 160 acre gas unit.

# JOHNSTON & EISENHAUER

ATTORNEYS AT LAW

MICHAEL K. JOHNSTON

P.O. DRAWER 825 • 113 EAST THIRD  
PRATT, KANSAS 67124  
620-672-5533 • FAX 620-672-3313

ROBERT R. EISENHAUER

July 29, 2011

## DRILLING TITLE OPINION Bible Lease

Re: East Half of the Southeast Quarter (E/2 SE/4); Southwest Quarter (SW/4); and West Half of the Southeast Quarter (W/2 SE/4) of Section 11, Township 30 South, Range 15 West of the 6<sup>th</sup> P.M., and the Southwest Quarter (SW/4) of Section 12, Township 30 South, Range 15 West of the 6<sup>th</sup> P.M., Barber County, Kansas.

This Drilling Title Opinion is prepared for A G V CORP., 123 N. Main, Attica, Kansas 67009, and is intended solely for its private, internal use and is not for the use of others.

### RECORDS EXAMINED:

This is to certify that we have examined the records of the Register of Deeds Office and Clerk of the District Court of Barber County, Kansas, covering the above described real property from the issuance of the government patent to July 20, 2011, at 8:00 a.m.

### TITLE FINDINGS:

Based on our examination of the above described records, assuming the accuracy thereof and the validity of the indexing thereof, we now find, as of July 20, 2011, at 8:00 a.m. title good for drilling title purposes as follows:

#### Surface Interest:

Life Estate: Ellinor L. Bible

#### Remainder Interest:

The Southwest Quarter (SW/4) of Section 12, Township 30 South, Range 15 West of the 6th P.M., Barber County, Kansas, is in Constance Anne Bible

East Half of the Southeast Quarter (E/2 SE/4) of Section 12, Township 30 South, Range 15 West of the 6th P.M., Barber County, Kansas, is owned as follows:

Undivided one-third interest: Constance Ann Bible  
Undivided one-third interest: C. Mitchell Bible

**Drilling Title Opinion**

Undivided one-half interest: Esther Leanne (Bible)  
Sifford

West Half of the Southwest Quarter (W/2 SW/4) of Section 12,  
Township 30 South, Range 15 West of the 6th P.M., Barber  
County, Kansas, is in C. Mitchell Bible

East Half of the Southwest Quarter (E/2 SW/4) of Section 11,  
Township 30 South, Range 15 West of the 6th P.M., Barber  
County, Kansas, is in Esther Leanne (Bible) Sifford

**Mineral Interest:**

**Life Estate:** Ellinor L. Bible

**Remainder Interest:**

The Southwest Quarter (SW/4) of Section 12, Township 30  
South, Range 15 West of the 6th P.M., Barber County, Kansas,  
is in Constance Anne Bible

East Half of the Southeast Quarter (E/2 SE/4) of Section 12,  
Township 30 South, Range 15 West of the 6th P.M., Barber  
County, Kansas, is owned as follows:

Undivided one-third interest: Constance Ann Bible  
Undivided one-third interest: C. Mitchell Bible  
Undivided one-half interest: Esther Leanne (Bible)  
Sifford

West Half of the Southwest Quarter (W/2 SW/4) of Section 12,  
Township 30 South, Range 15 West of the 6th P.M., Barber  
County, Kansas, is in C. Mitchell Bible

East Half of the Southwest Quarter (E/2 SW/4) of Section 11,  
Township 30 South, Range 15 West of the 6th P.M., Barber  
County, Kansas, is in Esther Leanne (Bible) Sifford

**Overriding Royalty Interest:**

None Reserved in Leases

**Working Interest:**

AGV Corporation

**TERMS OF LEASE**

Form: PROD 88 (2004)

Date: August 12, 2010



## Drilling Title Opinion

Legal: East Half of the Southeast Quarter (E/2 SE/4) of Section 11 and the Southwest Quarter (SW/4) of Section 12, all in Township 30 South, Range 15 West of the 6th P.M., Barber County, Kansas

Lessor: Eleanor L. Bible, a widow; C. Mitchell Bible; Constance Anne Bible; Esther Leanne (Bible) Sifford

Lessee: A G V Corp.

Primary term: 3 years

Royalty: 5/32

Overriding Royalty Interest: None reserved in lease

Delay Rental Date: N/A

Total Delay Rental: N/A

Payment of Delay Rental: N/A

Shut-in Gas Royalty Provision: \$1.00 per net mineral acre

Entirety Clause: No

Gas Unitization Provision: See attached addendum to oil and gas lease

Special Provisions: See attached addendum to oil and gas lease

Recording data: Filed for record in book 328 at page 20 of the records Register of Deeds Office of Barber County, Kansas

### TERMS OF LEASE

Form: PROD 88 (2004)

Date: August 12, 2010

Legal: Southwest Quarter (SW/4) and the West Half of the Southeast Quarter (W/2 SE/4) of Section 11, Township 30 South, Range

## Drilling Title Opinion

15 West of the 6th P.M., Barber County,  
Kansas

Lessor: Eleanor L. Bible, a widow; C. Mitchell Bible; Constance Anne Bible; Esther Leanne (Bible) Sifford

Lessee: A G V Corp.

Primary term: 3 years

Royalty: 5/32

Overriding Royalty Interest: None reserved in lease

Delay Rental Date: N/A

Total Delay Rental: N/A

Payment of Delay Rental: N/A

Shut-in Gas Royalty Provision: \$1.00 per net mineral acre

Entirety Clause: No

Gas Unitization Provision: See attached addendum to oil and gas lease

Special Provisions: See attached addendum to oil and gas lease

Recording data: Filed for record in book 328 at page 26 of the records Register of Deeds Office of Barber County, Kansas

**subject however to the following:**

1. We would require that an Affidavit of Possession be executed by the person(s) currently occupying the above described real property.

2. Our examination of the records of the Register of Deeds Office of Barber County, Kansas, shows numerous oil and gas leases which appear to have expired by their own terms but have not been released of record.

**REQUIREMENT:** We would require that an Affidavit of Non-production be executed by a knowledgeable individual stating

### Drilling Title Opinion

that they know of their own personal knowledge that there is not now any oil and/or gas being produced from the above described real property. Said affidavit should also state that said property has not been unitized with any other property which is now producing oil and/or gas in paying quantities.

3. The oil and gas leases more particularly described above, do not show the marital status of any of the lessors other than Ellinor L. Bible.

**REQUIREMENT:** In the event Mitchell Bible; Constance Anne Bible and Esther Leanne (Bible) Sifford are married, we would require that their spouses execute a ratification of both of the above described oil and gas leases and said ratifications should be filed of record with the Register of Deeds Office of Barber County, Kansas.

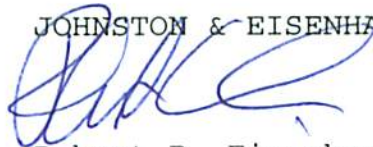
In the event the parties are not married, we would require that an affidavit of marital status be executed by a knowledgeable individual stating that he/she knows of their own personal knowledge that said individuals are not married and said affidavit(s) of marital status should be recorded with the Register of Deeds Office of Barber County, Kansas

4. If Lessee is not satisfied as to the correct boundaries of the leased premises, then the drilling location should be staked by a surveyor before drilling is commenced.

Sincerely,

JOHNSTON & EISENHAUER

By:



Robert R. Eisenhauer  
For the Firm

RRE/lmr

D.T.O. - #8721

## **ADDENDUM TO OIL AND GAS LEASE**

(Attached to that certain Oil and Gas Lease dated August 12, 2010, as described herein below and hereby made a part thereof, containing 3 pages, 17 provisions.)

This Addendum is made part of a certain oil and gas lease dated August 12, 2010, by and between **Ellnor L. Bible** hereinafter known as LESSOR, and **AGV Corporation, 123 Main, Attila, Kansas, 67009**, hereinafter known as LESSEE, covering those particularly described lands as described on the oil and gas lease to which this Addendum is attached thereto as situated in Sections 11 and 12, Township 30 South, Range 15 West of the 6<sup>th</sup> P.M. in Barber County to the same extent as if the provisions hereof had been originally written in said Lease. In the event of conflict between the Lease provisions and the provisions provided in this Addendum, the provisions of this Addendum shall control and be binding. By accepting and recording this Lease and Addendum, the Lessee agrees to the terms of this Lease and Addendum.

1. The royalty for both oil and gas produced under this lease is  $5/32$  or (.15625), instead of  $1/8$  (.12500) of the market value at the wellhead. Lessee agrees to pay the Lessor the above reserved royalty free and clear of all costs of producing, storing, separating, treating, dehydrating, compressing, processing, and transporting the oil or gas or other products to the pipeline of the purchaser or gatherer or making the oil or gas ready for sale. The Lessor specifically will not be responsible for the cost of building, laying, or maintaining a line from a well to the purchaser's pipeline. Lessor shall be paid for all oil sales directly from the oil purchaser and all gas sales will be to Lessor by Lessee within 30 days of receipt of payment from the gas purchaser or from gas purchaser directly. No oil or gas may be used by Lessee on or off the leased premises without payment to Lessor. If Lessor is not paid production royalty within 90 days of production this lease will terminate.
2. Any water used for drilling or washing down a well on these premises shall be purchased from Lessor at a cost of \$1000.00 per well drilled or washed down. Payment will be made before these operations begin. Lessor will designate where the water will be collected.
3. Any fresh water wells drilled on this lease by Lessee shall be left cased and intact when abandoned by Lessee. The use of fresh water provided under this lease is limited for drilling operations only. Lessee shall specifically not have the right to use fresh water from the above described premises for the purpose of water flooding.
4. It is understood and agreed between the parties that any pipe lines located on this lease shall be buried and maintained to a depth of 36 to 48 inches, and damages will be paid at \$0.75 per lineal foot. On lines laid after the primary term, the damage amount will be renegotiated, but shall be no less than \$0.75 per lineal foot. Except for the 8" pipeline owned by Oneok, no pipeline in existence on Lessor's land may be used by Lessee without Lessor's permission.

5. All pits dug or used in connection with the development and production of this lease shall be dug a minimum of (6) feet deep, and maximum precaution shall be taken to protect the soil from damage caused by any and all uses of said pits. Any pit, tank battery site, or drilling site shall be dug in such a manner as to allow the topsoil to be put back on the surface of the ground when the pit, tank battery, or drill site is restored to its original condition. No right is granted to the Lessee to erect on any part of said premises any plant, power station, telephone line, or facility for gasoline extraction or for the processing of said gas or petroliferous substances, or for the housing of employees, except the normal and necessary heater treater and separator customarily used.
6. Lessee agrees that should he elect to abandon or assign operations on this lease, he will consult with Lessor prior to abandoning or assigning the same and will give Lessor the first option to purchase the salvage and well prior to abandoning or assigning the same. Lessee further agrees that within six months of abandonment of this lease he will plug all wells, fill all pits, bury all oil deposits found on the surface of the ground, remove all structures, and restore the premises to its original condition and contour as near as possible. The Lessee agrees to exercise any rights with respect to removal and recovery of materials, buildings, equipment, casings, etc., set forth in the main part of the contract within six (6) months of the abandonment or expiration of the lease. The failure of the Lessee to exercise this right within six (6) months will vest the title to all such materials, buildings, casing, equipment, etc., absolutely and unconditionally in the Lessor.
7. Lessor reserves the right to designate all routes of ingress and egress. Prior to the construction of any roads, pipelines, tank battery installations or installations of any other equipment on the leased premises, Lessee shall consult and agree with Lessor as to the location and direction of the same.
8. It is understood that Lessee will allow the Lessor or his agent free access to the site of all operations, at all times, provided that any information that he obtains while on the site will be kept confidential if requested by the Lessee. Further, copies of all logs produced in connection with the operations will be furnished to the Lessor, free of cost to the Lessor when the logs are made. Information gathered from seismic data will be shared and discussed with the Lessor, but it is understood that this data is the property of the Lessee and will not be given to other parties.
9. It is understood that this lease covers drilling for petroleum and natural gas and related hydrocarbons except coal, lignite and uranium, and does not cover any other substance or product produced.
10. No operations will take place within 250 feet of buildings without written permission.
11. The Lessee agrees to furnish a division order for gas or oil that identifies the unit, the name, address and social security number of the royalty owner, and the decimal amount. If in any way the terms of the division order differ from the terms of the oil and gas lease, the provisions of the oil and gas lease shall govern.

12. The Lessee agrees to update Lessor's abstract in the event of production and return same.
13. It is agreed that if Lessee develops a saltwater disposal well on Lessor's land then:
- a) All saltwater produced by Lessee's wells on Lessor's land will be disposed of in any disposal well developed by Lessee, on Lessor's land.
  - b) Only saltwater from Lessee's wells on Lessor's land may be disposed of on this well.
14. Should any wells be drilled, roadways established, structures erected, or any other use or damage caused to land enrolled in the Conservation Reserve Program (CRP), any repayments of cost-shares, annual payments, interest, and/or liquidated damages, will be promptly reimbursed to the Lessor by the Lessee.
15. Lessee shall pay Lessor for damages to all property, real, personal, or mixed, or caused by its operations on said land, including but not limited to land, growing crops, grass, buildings, livestock, surface, pollution of either surface or subsurface, water, fences, and other improvements and personal property. All damages hereunder shall be due and payable on or before three (3) months after the same occur. The Lessee agrees that prior to drilling he will pay to Lessor a minimum \$2000.00 to cover the surface damages for each well that is drilled, and will also restore the surface to its original condition, and should the actual damages exceed \$2000.00, Lessee will pay the amount for the actual damage.
16. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit of units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.
17. The term of this lease is for one (1) year. If an oil and gas exploratory well is drilled on this lease to a depth of 4800 feet, then all leases held by Lessee, on land owned by Lessor, will be extended for two years beyond the term of this lease.

SIGNED FOR IDENTIFICATION:

BY: Ellinor L. Bible  
Ellinor L. Bible

BY: Esther Leanne Bible Sifford  
Esther Leanne (Bible) Sifford

BY: C. Mitchell Bible  
C. Mitchell Bible

BY: Constance Anne Bible  
Constance Anne Bible



State of Kansas, Barber Co., SS  
This Instrument was filed for record on  
the 8 day of September,  
2010 at 11:55 clock A M., and  
duly recorded in book 328 on page 20  
Betty G. Sifford  
Register of Deeds  
Fees \$28.00

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

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 # \_\_\_\_\_  
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 hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: \_\_\_\_\_ Signature of Operator or Agent: \_\_\_\_\_ Title: \_\_\_\_\_

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

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 # \_\_\_\_\_  
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.

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I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: \_\_\_\_\_ Signature of Operator or Agent: \_\_\_\_\_ Title: \_\_\_\_\_



July 29, 2011

Kent Roberts  
Roberts Resources, Inc.  
2020 N TYLER RD, STE 106  
WICHITA, KS 67212

Re: Drilling Pit Application  
Bible - Hoss 1-11  
SE/4 Sec.11-30S-15W  
Barber County, Kansas

Dear Kent Roberts:

District staff has inspected the above referenced location and has determined that an unsealed condition will present a pollution threat to water resources.

District staff has recommended that the reserve pit be lined with bentonite or native clay, 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 after drilling operations have ceased. Keep pit high on hillside.

**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.