

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:
month day year	Sec Twp S. R
DPERATOR: License#	(0/0/0/0) feet from N / S Line of Section
Vame:	feet from E / W Line of Section
Address 1:	Is SECTION: Regular Irregular?
Address 2:	(Note: Locate well on the Section Plat on reverse side)
City:	County:
Contact Person:	Lease Name: Well #:
hone:	Field Name:
ONTRACTOR: License#	Is this a Prorated / Spaced Field?
lame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
Oil Enh Rec Infield Mud Rotary	Ground Surface Elevation:feet MS
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile:
Disposal Wildcat Cable	Public water supply well within one mile:
Seismic ;# of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
If OMMAN, and well information as follows:	Surface Pipe by Alternate: III
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
Operator:	Length of Conductor Pipe (if any):
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	Formation at Total Depth:
virectional, Deviated or Horizontal wellbore?	Water Source for Drilling Operations:
Yes, true vertical depth:	Well Farm Pond Other:
Bottom Hole Location:	DWR Permit #:(Note: Apply for Permit with DWR )
(CC DKT #:	Will Cores be taken?
	If Yes, proposed zone:
	ID AVIIT
	IDAVIT
The undersigned hereby affirms that the drilling, completion and eventual plug	gging of this well will comply with K.S.A. 55 et. seq.
t is agreed that the following minimum requirements will be met:	
Notify the appropriate district office <i>prior</i> to spudding of well;	APPEN AS A
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Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202 Side Two



For KCC Use ONLY	
API # 15	

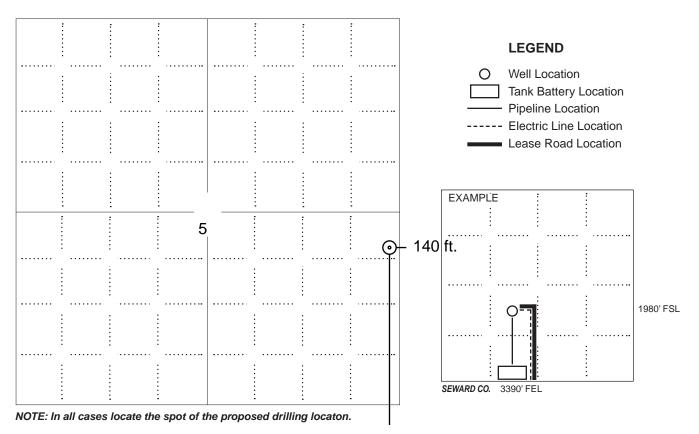
#### IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator:	Location of Well: County:
Lease: Well Number: Field:	feet from N / S Line of Section Feet from E / W Line of Section Sec Twp S. R E W
Number of Acres attributable to well:  QTR/QTR/QTR of acreage:	Is Section: Regular or Irregular
	If Section is Irregular, locate well from nearest corner boundary.  Section corner used: NE NW SE SW
PLA	AT

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.



#### 2150 ft.

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

- 1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
- 2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
- 3. The distance to the nearest lease or unit boundary line (in footage).
- 4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).
- 5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.



### KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

063339

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):		
	Emergency Pit Burn Pit Proposed  Settling Pit If Existing, date constitution of the pit Located in a Sensitive Ground Water Area?  Proposed If Existing, date constitution of the pit Located in a Sensitive Ground Water Area?  Proposed If Existing, date constitution of the pit Located in a Sensitive Ground Water Area?  Proposed If Existing, date constitution of the pit Located in a Sensitive Ground Water Area?		SecTwpR East WestFeet from North / South Line of SectionFeet from East / West Line of SectionCounty  Chloride concentration: mg/l(For Emergency Pits and Settling Pits only)		
Is the bottom below ground level?	Artificial Liner?  Yes  N	No	How is the pit lined if a plastic liner is not used?		
	Length (fee		Width (feet)		
If the pit is lined give a brief description of the li material, thickness and installation procedure.	ilei		dures for periodic maintenance and determining any special monitoring.		
Distance to nearest water well within one-mile of	of pit:	Depth to shallowest fresh water feet. Source of information:			
feet Depth of water well	feet	measured	well owner electric log KDWR		
Emergency, Settling and Burn Pits ONLY:		Drilling, Workover and Haul-Off Pits ONLY:			
Producing Formation:		Type of material utilized in drilling/workover:			
Number of producing wells on lease:		Number of working pits to be utilized:			
Barrels of fluid produced daily:		Abandonment procedure:			
Does the slope from the tank battery allow all s flow into the pit? Yes No	pilled fluids to	Drill pits must be closed within 365 days of spud date.			
Submitted Electronically	- · · ·				
	KCC	OFFICE USE O	NLY  Liner Steel Pit RFAC RFAS		
Date Received: Permit Num	ber:	Permi	it Date: Lease Inspection: Yes No		



#### Kansas Corporation Commission Oil & Gas Conservation Division

1063339

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 (C	Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	SecTwpS. R 🔲 East 🗌 West
Address 1:	County:
Address 2:	Lease Name: Well #:
City:	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 a 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.
Select one of the following:	
owner(s) of the land upon which the subject well is or will be loce CP-1 that I am filing in connection with this form; 2) if the form the form; and 3) my operator name, address, phone number, fax, and I have not provided this information to the surface owner(s). I an KCC will be required to send this information to the surface owner(s).	cknowledge that, because I have not provided this information, the ner(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	

# OIL AND GAS LEASE

AGREEMENT, made and entered into this 22nd day of October, 2008, by and between

James V. Brooks and Shanna M. Brooks, husband and wife whose mailing address is

RR 1, Clayton, KS 67629, hereinafter called lessor (whether one or more), and

Lonetree Oil and Gas Company, 5228 Lonetree Dr., Loveland, CO 80537 hereinafter called lessee.

Lessor, in consideration of Ten Dollars (\$ 10.00) in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, 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 **Norton**, State of **Kansas**, described as follows, to wit:

	after-acquired interest, therein situated in the County of Norton State of Kansas, described as follows, to wit:
	Township 4 South, Range 25 West Section 5: SE/4
	In Section XX Township XX , Range XX and containing 160.00 Acres, more or less, and all accretions thereto.
	In Section XX Township XX , Range XX and containing Toward Acts, there (3) years from this date (called "primary term"), and as long Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term").
	Subject to the provisions herein contained, this lease shall remain in force for a term of
	hatton at hand
}.	In consideration of these premises lessee covenants and agrees:  a. 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
	a. To deliver to the credit of lessor, free of cost, in the pipoline to which tests and produced and saved from the leased premises.  To deliver to the credit of lessor, free of cost, in the pipoline to which tests and or used of the premises or used in the manufacture of any products therefrom,
4.	b. To pay lessor for gas of whatsoever nature or kind produced and sold of use of the proceeds received by lessee one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained from sold or per year per net mineral acre retained from sold or per year per net mineral acre retained from sold or per year per net mineral acre retained from sold o
	the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completed with reasonable diagnostic drill such well to complete the drill such well had been completed within the term of gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of
	gas, or either of them, be found in paying quantities, this tease shall contain a wife of them, be found in paying quantities, this tease shall be
¢	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 lessor owns a less interest in the above described land than the entire and undivided fee.
5.	if said lessor owns a less nucles in the above described bears to the whole and undivided fee.  paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee.  paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee.
6.	paid to lessor only in the proportion which lessor's interest bears to the whole and undivided rec.  Lessee shall have the right to use, free of cost, gas, oil and water produced on the leased premises for lessee's operations thereon, except water from wells of
	icssor.
7.	to the table American show 340 fact to a house of parts now our sale professions with the sale profession and the sale profess
8. 9.	No well shall be drilled heart than 200 feet at a local state of the s
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	after the lessee has been furnished with a written transfer of assignment of the date of assignment.  relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.  relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.
12	relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.  The subsequent is the control of the subsequence of the subsequent is the control of the subsequence of the subsequen
12	thereby surrender this lease as to such portion of portions and the function of portion
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14	Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees man the lesser shall have the high the subrogated to the rights of the 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 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 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 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 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 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 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 by payment any mortgages, taxes or other liens of the payment and the subrogated lands of the payment and
	in the premises described hereof, in so the second
1:	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, lease or 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 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 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 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 premises.
	contiguous to one another and to be into a unit or times not exceeding 40 acres cash 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 leases is situated and 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 leases is situated and in the event of a gas well.
	instrument identifying and describing the pooled acreage. The clinic acreage so production is
	royalties on production from the pooled unit, as if it were included in this lease. If production is found on the product act age, it is already to the royalties elsewhere herein specified, lesson 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, lesson 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, lesson had from this lease, whether the well or wells be located on the premise strength of the royalty stimulated herein as the amount of his acreage placed in the unit or his royalty.
Ĺ	interest therein on an acreage basis ocars to the total acreage so pooled in the commencing operations.  essee, or its assigns, will consult with Lessor regarding routes of ingress and egress prior to commencing operations, including backfilling all pits when dried and essee, or its assigns, will restore surface to original condition as nearly as is practicable upon completion of operations, including backfilling all pits when dried and essee, or its assigns, will restore surface to original condition as nearly as is practicable upon completion of operations.
*	essee or its assigns, will restore surface to original condition as hearly as is practically
	storing terraces disturbed by operations.  It is conservation to the conservation of the U.S. Department of Agriculture, Lessee shall be the event some or all of the lands covered by this lease are enrolled in the Conservation Reserve Program (CRP) of the U.S. Department of Agriculture, Lessee shall be the event some or all of the lands covered by this lease are enrolled in the Conservation Reserve Program (CRP) of the U.S. Department of Agriculture, Lessee shall compensate only with the rules and notification procedures of that program insofar as the same may apply to operations of Lessee on the enrolled lands, Lessee shall compensate only with the rules and notification procedures of that program insofar as the same may apply to operations of Lessee on the enrolled lands, Lessee shall compensate only with the rules and notification procedures of that program insofar as the same may apply to operations of Lessee on the enrolled lands, Lessee shall compensate only with the rules and notification procedures of that program insofar as the same may apply to operations of Lessee on the enrolled lands, Lessee shall compensate only with the rules and notification procedures of that program insofar as the same may apply to operations of Lessee on the enrolled lands, Lessee shall compensate only the lands of the lands
1	essor for CRP penalties or CRP withdrawal reimbursements resulting directly under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term, this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term, this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of
	ne primary term shall pay or tender to Lessor, the sum of \$10.00 Ten dollars multiplied by the number of her limited acres of the limit
J	N WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first written above. Vitnesses:
	A STREET, A STRE

mes U Brooks

Shannam Brooks Shanna M. Brooks

TAX ID#

TAX ID#

STATE of	Kansas	) ) ss:	Acknowledgment for Individu	al (KS, OK, CO)
COUNTY of	Norton	)		
James V. Brooks a	t, the undersigned, a Notary Public, within nd Shanna M. Brooks, husband and w me that they executed the same as the ESS WHEREOF, I have hereunto set my l	ife, to me personally keir free and voluntary	nown to be the identical person(s act(s) and deed(s) for the uses an	) who executed the within foregoing instrument d purposes therein set forth.
My commission expir	NOTARY PUBLIC - State TRENTON R. HENI My Appt. Expires 10/54	DERSON	Trenton R. Hende	son, Notary Public
STATE of		. )		
COUNTY of		) ss:	Acknowledgment for Individu	al (KS, OK, CO)
	, the undersigned, a Notary Public, within	and for said County a	nd State, on this day o	f, personally appeared
to me that	executed the same as free ESS WHEREOF, I have hereunto set my i	and voluntury act(s) ar	id deed(s) for the uses and purpose	
My commission expi	res			, Notary Public
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STATE of	derbroom distallation about the state of	) )	Acknowledgment for Individu	nat (KS, OK, CO)
COUNTY of	diffractive challenge difference for continuous of the Paris	)		, , ,
Before me	the undersigned, a Notary Public, within to me personal	ly known to be the idea	itical person(s) who executed the	within foregoing instrument and acknowledged
to me that IN WITN	executed the same as free ESS WHEREOF, I have hereunto set my l	and voluntary act(s) at hand and official seal th	nd deed(s) for the uses and purpos ne day and year last above written	es therein set forth.
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OID A COURSE				
STATE of COUNTY of		ss:	Acknowledgment for Individu	al (KS, OK, CO)
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to me that	to me personal,	lly known to be the ide	ntical person(s) who executed the ad deed(s) for the uses and purpos	within foregoing instrument and acknowledged
	ESS WHEREOF, I have hereunto set my			
My commission expi	res	,	partition to the contract of t	, Notary Public
OIL AND GAS LEASE	FROM	Date	STATE OF   KANSAS   SS:   County of   Norton   This instrument was filed for record on the   31 st   day of   October   20 08	at 9:30 o'clock A.M and duly recorded in Book 157A Page 315+316 of the records of this office. Uncertainty Register of Deeds  By Register of Deeds  When recorded, return to
STATE of		)		W. W. OK CO
COUNTY of		) ss: )	Acknowledgment for Corpora	* * * *
the county and state	embered that on this day of aforesaid, came	, Pr	esident of	a Notary Public, duly commissioned, in and for
the uses and purpose	nent of writing in behalf of said corporations therein set forth.	n, and duly a	eknowledged the execution of the	e the same person who executed as such officer same forself and for said corporation for
	REOF, I have hereunto set my hand and o	incial seal the day and	year iast above written.	
My commission expi	nes		Vaccional and delication and the second and the sec	, Notary Public

#### OIL AND GAS LEASE

AGREEMENT, made and entered into this 22nd day of October, 2008, by and between

James V. Brooks and Shanna M. Brooks, husband and wife

whose mailing address is

James V. Brooks

TAX ID #

RR 1, Clayton, KS 67629, hereinafter called lessor (whether one or more), and

Louetree Oil and Gas Company, 5228 Lonetree Dr., Loveland, CO 80537 . hereinafter called lessee.

Lessor, in consideration of Ten Dollars (\$ 10.00) in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, 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 Norton , State of Kansas , described as follows, to wit:

	Township 4 South, Range 25 West Section 4: SW/4
	In Section XX , Township XX , Range XX and containing 160.00 Acres, more or less, and all accretions thereto.
2.	Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long as thereafter as oil, liquid hydrocarbons or gas or other respective constituent products, or any form of them is produced from said land or land with which said land is pooled.
3.	In consideration of these premises lessee covenants and agrees:  a. 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.
4.	b. 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, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.  This lesse 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 dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.
5.	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 to 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 the leased premises for lessee's operations thereon, except water from wells of
6. 7.	lessor.  When requested by the lessor, lessee shall bury lessee's pipelines below plow depth.
8. 9.	No well shall be drilled nearer than 200 feet to a house or barn now on said premises without the written consent of the lessor.  Lessee shall pay for all damages caused by lessee's 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 to draw and remove casing.  If the estate of either party hereto is assigned and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to its heirs executors, administrators, successors or assigns, but no change in the ownership of the lands or assignment of rentals or royalties shall be binding on lessee until
	after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be religiously of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.
	Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.  All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of
	any such Law, Order, Rule or Regulation. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to 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, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this leases is made, as recited herein.
	Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, 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 or 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 leases 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
Les	see, or its assigns, will consult with Lessor regarding routes of ingress and egress prior to commencing operations. see, or its assigns, will restore surface to original condition as nearly as is practicable upon completion of operations, including backfilling all pits when dried and
rest In t	oring terraces disturbed by operations.  The event some or all of the lands covered by this lease are enrolled in the Conservation Reserve Program (CRP) of the U.S. Department of Agriculture, Lessee shall not with the rules and notification procedures of that program insofar as the same may apply to operations of Lessee on the enrolled lands, Lessee shall compensate
Les If a the des	sor for CRP penalties or CRP withdrawal reimbursements resulting directly from Lessee's operations hereunder.  I the end of the primary term, this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum of \$10.00 Ten dollars multiplied by the number of net mineral acres owned by Lessor in the land above cribed and then subject to this lease; and subject to the other provisions of this lease, the primary term shall be extended for an additional term of two (2) from the end of the primary term hereof.
	WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first written above. nesses:
	James 11 Brooks Snanna M. Brooks
Į,	mes V Brooks Shanna M. Brooks

TAX ID#

COLD POPPER C			- <del>5</del> ' -	<b>5</b> S:	Acknowledgment for Ir	idividual (KS, OK, CO)	
COUNTY of	Norton		Ś		1 south to the xis	idinada (ita, ok, co)	
fames V. Brooks id acknowledged to	and Shanna M. Brox to me that <u>they</u> execu	oks, husband and wi uted the same as the	ife, to me pe ir free and	ersenally knov d voluntary ac	wn to be the identical ne	ay of <u>October, 2008</u> , personal erson(s) who executed the with uses and purposes therein set for written.	in foregoing instrug
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DUNTY of			} .	ss:	Acknowledgment for In	dividual (KS, OK, CO)	
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me that IN WITN	executed the sam	eas free a	and voluntar	rv acifs) and d	il person(s) who execute leed(s) for the uses and p ay and year last above w	d the within foregoing instrume surposes therein set forth.	nt and acknowledge
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700 17th Street Suite 1300 Denver, CO 80202 phone 303.299.9097 fax 303.299.9087 www.klabzuba.com

September 14, 2011

USPS CERTIFIED MAIL: 70062760000228924784

James and Shanna Brooks 1906 Road South Clayton, KS 67629

RE:

Permit to Drill Notification – Brooks 9-5-4-25

Section 5, 4S-25W - Norton County, KS

Dear Mr. & Mrs. Brooks,

Pursuant to my conversation with James a few weeks ago, please find the enclosed permit (Form C-1) to drill the subject well along with a surveyed location plat. The expected commencement of drilling will be mid-October. Please take the time to review the enclosed permit which will be filed with the Kansas Oil & Gas Conservation Division.

Well site personnel will be in contact with you to coordinate surface operations and answer any questions or concerns you may have. I would also welcome you to contact me should you have any immediate questions.

You can reach my office at 303-382-2170. We look forward to working closely with you through all stages of operations.

Sincerely,

Klabzuba Oil & Gas

Brett Wisner Landman

E-mail: bwisner@klabzuba.com

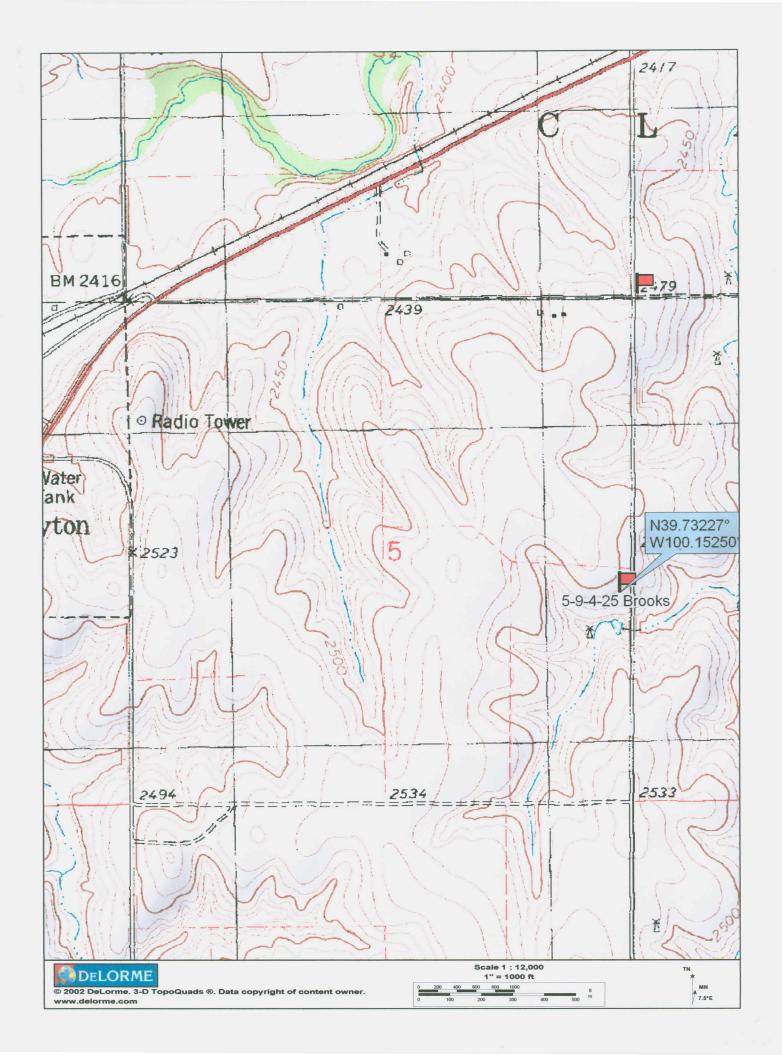
**Enclosures** 



# **Fall & Associates**

**Stake and Elevation Service** 719 W. 5th Street P.O. Box 404 Cencerdia, KS. 66901 1-800-536-2821

Date 9-1-11



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

September 15, 2011

Brett Wisner Klabzuba Oil & Gas, Inc. 700 17th ST, STE 1300 DENVER, CO 80202

Re: Drilling Pit Application Brooks 5-9-4-25 SE/4 Sec.05-04S-25W Norton County, Kansas

#### Dear Brett Wisner:

District staff has inspected the above referenced location and has determined that the reserve pit shall be kept away from draw/drainage, 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 practical 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 (785) 625-0550 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 (785) 625-0550.