

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

1064641

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#	feet from N / S Line of Section
Name:	feet from E / W Line of Section
ddress 1:	Is SECTION: Regular Irregular?
ddress 2:	(Note: Locate well on the Section Plat on reverse side)
State:	County:
Contact Person:	Lease Name: Well #:
hone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
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 OWWO: old well information as follows:	Surface Pipe by Alternate: I II
<u> </u>	Length of Surface Pipe Planned to be set:  Length of Conductor Pipe (if any):
Operator:	Projected Total Depth:
Well Name: Original Total Depth:	Formation at Total Depth:
Original Completion Date Original Total Deptil	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Well   Farm Pond   Other:
f Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	( <b>Note</b> : Apply for Permit with DWR)
(CC DKT #:	Will Cores be taken?
	If Yes, proposed zone:
AFF	If Yes, proposed zone:
	IDAVIT
The undersigned hereby affirms that the drilling, completion and eventual plu	IDAVIT
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Side Two



For KCC Use ONLY	
API # 15	_

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

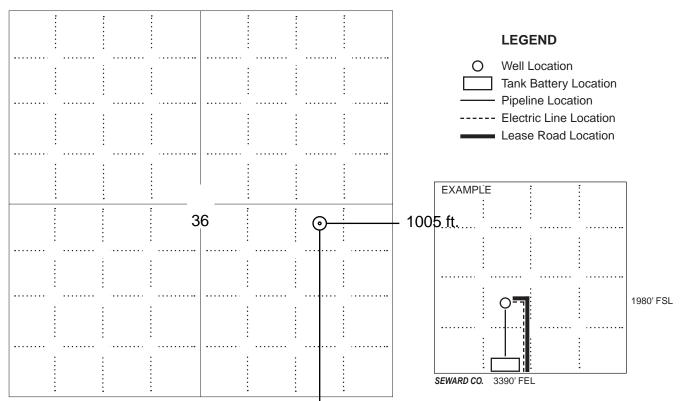
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

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

#### **PLAT**

Show location of the well. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032).

You may attach a separate plat if desired.



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

2371 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

1064641

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:  Emergency Pit Burn Pit  Settling Pit Drilling Pit  Workover Pit Haul-Off Pit  (If WP Supply API No. or Year Drilled)  Is the pit located in a Sensitive Ground Water A		Existing  nstructed:  (bbls)	SecTwpRBastWest West Bast West West Line of Section Feet from East / West Line of Section County County mg/l (For Emergency Pits and Settling Pits only)	
Is the bottom below ground level?	Artificial Liner?  Yes  N	10	How is the pit lined if a plastic liner is not used?	
Pit dimensions (all but working pits):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 scluding any special monitoring.	
Distance to nearest water well within one-mile of	of pit:	Depth to shallo Source of inforr	west fresh water feet. nation:	
feet Depth of water wellfeet		measured	well owner electric log KDWR	
Emergency, Settling and Burn Pits ONLY:		Drilling, Work	over and Haul-Off Pits ONLY:	
Producing Formation:		Type of materia	l utilized in drilling/workover:	
Number of producing wells on lease:		Number of worl	king pits to be utilized:	
Barrels of fluid produced daily:		Abandonment p	procedure:	
Does the slope from the tank battery allow all spilled fluids to flow into the pit? Yes No		·	e closed within 365 days of spud date.	
Submitted Electronically				
KCC OFFICE USE ONLY  Liner Steel Pit RFAC RFAS				
Date Received: Permit Num	ber:	Permi	t Date: Lease Inspection: Yes No	



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

1064641

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 #	Well Location:	
	County:	
Address 1:	Lease Name: Well #:	
Address 2: State: Zip:+		
Contact Person:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:	
Phone: ( ) Fax: ( )		
Email Address:		
Surface Owner Information:		
Name: When filing a Form T-1 involving multiple surface owners, attact sheet listing all of the information to the left for each surface of		
Address 1:	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, tan are preliminary non-binding estimates. The locations may be entered of Select one of the following:  I certify that, pursuant to the Kansas Surface Owner Notice A owner(s) of the land upon which the subject well is or will be I CP-1 that I am filing in connection with this form; 2) if the form form; and 3) my operator name, address, phone number, fax, a I have not provided this information to the surface owner(s). I a KCC will be required to send this information to the surface or	Act (House Bill 2032), I have provided the following to the surface ocated: 1) a copy of the Form C-1, Form CB-1, Form CB-1, Form CB-1, Form T-1, or Form being filed is a Form C-1 or Form CB-1, the plat(s) required by this and email address.  acknowledge that, because I have not provided this information, the wner(s). To mitigate the additional cost of the KCC performing this gree, payable to the KCC, which is enclosed with this form.	
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 will be returned.	
Submitted Electronically		
[	_	



Pro-Stake LLC

Oil Field & Construction Site Staking

### P.O. Box 2324

9598 INVOICE NO.

WJLH Koons #1-36

LEASE NAME

j100211-n

Garden City, Kansas 67846 Office/Fax: (620) 276-6159 Cell: (620) 272-1499

35w

Rng.

Norstar Petroleum Inc.

OPERATOR

Thomas County, KS
COUNTY

SCALE:

1" =1000'
DATE STAKED:
Sept. 30<sup>th</sup>, 2011
MEASURED BY:
Luke R.
DRAWN BY:
Luke R.
AUTHORIZED BY:
Clark P.

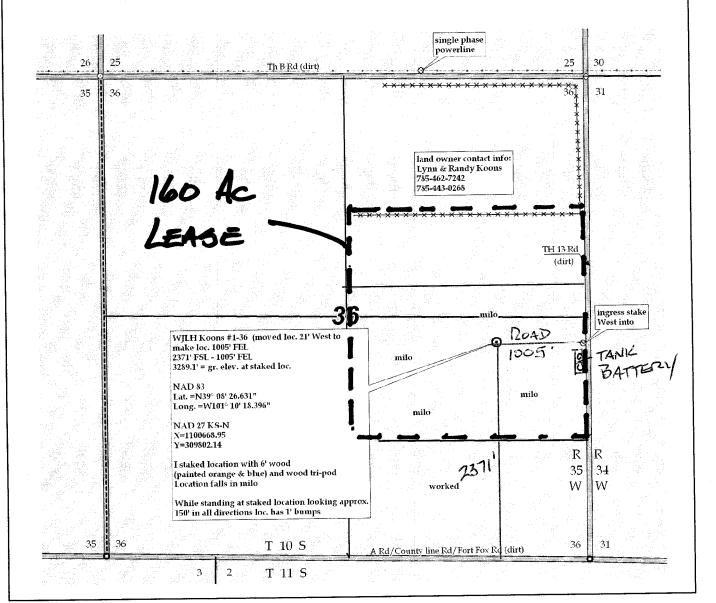
This drawing does not constitute a monumented survey or a land survey plat. This drawing is for construction purposes only.

2371' FSL - 1005' FEL

GR. ELEVATION: 3289.17

**Directions:** From the East side of Winona Ks. at the intersection of Hwy 40 & Township Rd/Cr 409 – Now go 5.2 miles North on Township Rd/Cr 409 – Now go 3.8 mile East on A Rd/County Line Rd/Fort Fox Rd/ to the SE corner of section 36-10s-35w – Now go 0.5 mile North on TH 13 Rd to ingress stake West into – Now go 1005' West through mile into staked location.

Final ingress must be verified with landowner or Operator.



## OIL AND GAS LEASE

200 PAGE 115 300h

AGREEMENT, Made and entered into the 21st day of March, 2009, by and between Lynn H. Koons and Randy A. Koons, husband and wife, whose post office address is 1486 Prairie Drive, Colby Kansas 67701, herein called Lessor (whether one or more) and Norstar Petroleum Inc., whose address is 6855 So. Havana Street, #250, Centennial, CO 80112, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of <u>Ten and More</u> DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, has granted demised, leased and let, and by these presents does grant, demise, lease and let exclusively unto the said Lessee. DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, and the land hereinafter described, with the exclusive right for the purpose of mining, exploring by geophysical and other methods, and operating for and production therefrom oil and all gas of whatsoever nature or kind, with rights of way and easements for laying pipe lines, and erection of structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Thomas, State of Kansas, described as follows, to-wit:

Township 10 South, Range 35 West Section 36: S/2NE/4, N/2SE/4

and containing 160.0 acres, more or less

- 1. It is agreed that this Lease shall remain in force for a term of 3 (three) years from this date and as long thereafter as oil or gas of whatsoever nature or kind is produced from said leased premises or on acreage pooled therewith, or drilling operations are continued as hereinafter produced If, at the expiration of the primary term of this lease oil or gas is not produced on the Leased premises or on acreage pooled therewith but Lessee is then engaged in drilling or re-working operations thereon, then this lease shall continue in force so long as operations are being continuously prosecuted on the leased premises or on acreage pooled therewith; and operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of once well and the beginning of operations for the drilling of a subsequent well. If after discovery of oil or gas on said land or on acreage pooled therewith, the production thereof should cease from any cause after the primary term, this lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days from date of cessation of production or from date of completion of dry hole. If oil or gas shall be discovered and produced as a result of such operations at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil or gas is produced from the leased premises or on acreage pooled therewith,
- 2. This is a PAID-UP LEASE. In consideration of the down cash payment, Lessor agrees that Lessee shall not be obligated, except as otherwise provided. herein, to commence or continue any operations during the primary term. Lessee may at any time or times during or after the primary term surrender this lease as to all or any portion of said land and as to any strata or stratum by delivering to Lessor or by filing for record a release or releases, and be relieved of all obligation thereafter accruing as to the acreage surrendered.

3. In consideration of the premises the said

Lessee covenants and agrees:

1st. To deliver to the credit of Lessor, free of cost, in the pipe line to which Lessee may connect wells on said land, the equal one-eighth

(1/8) part of all oil produced and saved from the leased premises. 2nd. To pay Lessor one-eighth (1/8) of the gross proceeds each year, payable quarterly for the gas from each well where gas only is found, while the same is being used off the premises, and if used in the manufacture of gasoline a royalty of one-eighth (1/8), payable monthly at the prevailing market rate for gas.

3rd. To pay Lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (1/8) of the proceeds, at the mouth of the well payable monthly at the prevailing market rate.

- 4. Where gas from a well capable of producing gas is not sold or used, Lessee may pay or tender as royalty to the royalty owners. One Dollar per year per net royalty acre retained hereunder, such payment or tender to be made on or before the anniversary date of this lease next ensuing after the expiration of 90 days from the date such well is shut in and thereafter on or before the anniversary date of this lease during the period such well is shut in. If such payment or tender is made, it will be considered that gas is being produced within the meaning of this lease.
- 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 (including any shut-in gas royalty) herein provided for shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee,
- 6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for Lessee's operation thereon, except water from the wells of Lessor.

  7. When requested by Lessor, Lessee shall bury Lessee's pipe line below plow depth,

- 8. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.
- Lessee shall pay for damages caused by Lessee's operations to growing crops on said land.
- to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing-10. Lessee shall have the right at any tim

- 11. The rights of Lessor and Lessee hereunder may be assigned in whole or part. No change in ownership of Lessor's interest (by assignment or otherwise) shall be binding on Lessee until Lessee has been furnished with notice, consisting of certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of record tille from Lessor, and then only with respect to payments thereafter made. No other kind of notice, whether actual or constructive shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of said land shall operate to enlarge the obligations or dimnish the rights of Lessee, and all Lessee's operations may be conducted without regard to any such division. If all or any part of this lease is assigned, no leasehold owner shall be liable for any act or omission of any other leasehold owner.

  12. Lessee, at its option, is hereby given the right and power at any time and from time to time as recurring right, either before or after production, as to all or any part of the land described herein and as to anyone or more of the formations hereunder, to pool or unitize the leasehold estate and the mineral respective of whether authority similar to this exists with respect to such other land, lease or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming of any unit shall be care or leases. Likewise, units previously formed to include formations not producing oil or gas, may be reformed to exclude such non-producing formations. The forming of any unit shall be one on only the complete of upon which operations for drilling have theretofore been commenced. Production, drilling or reworking operations or a well shut in for want of a market anywhere on a unit which includes all or a part of this lease shall be treated as if it were production, drilling or reworking operations or a well shut in for want
- 13. 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.
- 14. 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, insofar as said right of dower and homestead may in any way affect the purposes for the holder there is not to be a control to the contr which this lease is made, as recited herein
- 15. Should anyone or more of the parties hereinabove named as Lessor fail to execute this lease, it shall nevertheless be binding upon all such parties who do execute it as Lessor. The word "Lessor" as used in this lease shall mean anyone or more or all of the parties who execute this lease as Lessor. All the provisions of this lease shall be binding on the heirs, successors and assigns of Lessor and Lessee

IN WITNESS WHEREOF, this instrument is executed as of the date first above written.	
Lessor: Lynn H. Koons and Randy A. Koons, husband and wife	•
Lynn H. Koons	Randy A. Koons
Lym II. Koons	
SSN or TAX ID#	SSN or TAX ID#  INDIVIDUAL ACKNOWLEDGMENT

DEFORE MF. the undersigned, a Notary Public, in and for said County and State, on this day day of which, 2009, personally appeared Lynn H. Koons and Randy A. known to be the identical persons described in and who executed the within and foregoing instrument of writing and acknowledged to me that they duly executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

hereunto set my hand and affixed my notarial seal the day and year last above written. IN WITNESS WHEREOF, I hav

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Register of Deeds



4000 KAREN SHOEMAKER MY COMMISSION EXPIRES September 20, 2012

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