

Well will not be drilled or Permit Expired Date: \_

Signature of Operator or Agent:

For KCC	Use:	
Effective	Date:	
District #	<u> </u>	
SGA?	Yes No	

## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1065909

Form C-1

March 2010

Form must be Typed

Form must be Signed

All blanks must be Filled

# NOTICE OF INTENT TO DRILL

Sec.   Twp.   S. R.   E   Apply for Permit with DWR   Sec.   Twp.   S. R.   E   Feet from   Feet fro	Expected Spud Date:	Spot Description:
Selection   Note: Locate well on the Section Plan or reverse size	month day year	Sec Twp S. R TE W
Same:	OPERATOR: License#	(0/0/0/0)
Is SECTION:   Regular   Impular?		feet from E / W Line of Section
Salate   Zip	Address 1:	Is SECTION: Regular Irregular?
County: County	Address 2:	(Note: Locate well on the Section Plat on reverse side)
Lease Name:   Well #:	City:	,
Field Name:    Well Drilled For:   Well Class:   Type Equipment:   Target Formation(s):   Nearest Lease or unit boundary line (in footage):   Target Formation(s):   Nearest Lease or unit boundary line (in footage):   Nearest L	Contact Person:	Lease Name: Well #:
Name:	Phone:	
Target Formation(s):   Nearest Lease or unit boundary line (in footage):   Selection   S	CONTRACTOR: License#	Is this a Prorated / Spaced Field?
Nearest Lease or unit boundary line (in footage):	Name:	
Ground Surface Elevation:   Seek M   Infield   Must Actary   Ground Surface Elevation:   Seek M   Water well within one-quarter mile:   Ground Surface Elevation:   Seek M   Water well within one mile:   Ground Surface Elevation:   Seek M   Water well within one mile:   Ground Surface Elevation:   Ground Sur	Well Drilled For: Well Class: Type Equipment:	
Gas   Storage   Pool Ext.   Disposal   Wildcat   Cable   Disposal   Wildcat   Wildcat   Cable   Disposal   Wildcat   Wildcat   Cable   Disposal   Wildcat   Wildcat   Disposal   Disposal   Wildcat   Disposal   Disposal   Wildcat   Disposal   Dispos		· · · · · · · · · · · · · · · · · · ·
Disposal   Wildcat   Cable   Other   Other   Other   Other   Depth to bottom of fresh water:   Depth to bottom of usable wat		Water well within one-quarter mile:
Depth to bottom of fresh water:   Depth to bottom of fresh water:   Depth to bottom of usable water:   Depth to surface pipe shall be pushed to the usable usable usable usable water to usable water to surface with the usable water to surface water.   Depth to the underlying formation.   Depth to th		Public water supply well within one mile:
Depth to bottom of usable water:    Depth to bottom of usable water:   Surface Pipe by Alternate:   I   I   I   Length of Surface Pipe by Alternate:   I   I   I   Length of Surface Pipe Pipe for I   I   Length of Surface Pipe Pipe Fig.		
Surface Pipe by Alternate:		Depth to bottom of usable water:
Length of Surface Pipe Planned to be set:    Length of Conductor Pipe (if any):	Ottler.	
Coperator:   Well Name:   Projected Total Depth:   Projected Total Depth:   Projected Total Depth:   Promation at Total Depth:   Promation at Total Depth:   Promation at Total Depth:   Water Source for Drilling Operations:   Well   Farm Pond   Other:   DWR Permit #:   Water Source for Drilling Operations:   Well   Farm Pond   Other:   DWR Permit #:   (Note: Apply for Permit with DWR   Yes   Mill Cores be taken?   If yes, proposed zone:   If	If OWWO: old well information as follows:	
Well Name: Original Completion Date: Original Total Depth: Formation at Total Depth: Formation at Total Depth: Well gram Pond Detections: Well Farm Pond Det	On and an	
Original Completion Date: Original Total Depth: Water Source for Drilling Operations: Water Source Apply for Permit with DWR   Drill Operation Drilling Operations on Drilling Operations: Water Source Drilling Operations: Water Drilling Operation Operations: Water Drilling O	•	, ,
Water Source for Drilling Operations:   Weal		
Vest in the vertical depth:   DWR Permit #:   DWR Permit with DWR   DWR Permit with DWR Permit with DWR   DWR Permit with DWR   DWR Permit with DWR   DWR Permit with DWR Permit with DWR   DWR Permit with DWR   DWR Permit with DWR Perm	Original Completion Bate.	
Yes, true vertical depth:	Directional, Deviated or Horizontal wellbore?	
Note: Apply for Permit with DWR   Yes   SCC DKT #:   Will Cores be taken?   If Yes, proposed zone:   Yes   Yes   Texp. proposed zone:   Yes   Yes   Texp. proposed zone:   Yes   Y	If Yes, true vertical depth:	
AFFIDAVIT  The undersigned hereby affirms that the drilling, completion and eventual plugging of this well will comply with K.S.A. 55 et. seq.  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; in all cases surface pipe shall be set through all unconsolidated materials plus a minimum of 20 feet into the underlying formation.  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. Or pursuant to Appendix "B" - Eastern Kanass surface casing order #133,891-C, which applies to the KCC District 3 area, alternate II cementing must be completed within 30 days of the spud date or the well shall be plugged. In all cases, NOTIFY district office prior to any cementing.  **Remmber 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 d8 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.	Bottom Hole Location:	
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Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202



feet from

feet from

SEWARD CO. 3390' FEL

S Line of Section

W Line of Section

For KCC Use ONLY	
API # 15	

Well Number:

Operator: \_\_ Lease: \_\_\_\_

#### 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.

Location of Well: County: \_\_

Field:				Sec	Twp	S. R	E W
		o well: de:		Is Section:		Irregular	
				If Section is Section corne		well from nearest  NW SE	corner boundary.
	Show locati	on of the well. Show footag	PL ge to the nearest le		dary line. Show th	ne predicted location	ns of
	lease roads, tank b	eatteries, pipelines and elec Yo	etrical lines, as requ ou may attach a sep	-		er Notice Act (House	e Bill 2032).
	:			:		LEGEND	
						O Well Location Tank Battery	y Location
						Pipeline Loc Electric Line Lease Road	e Location
					EXAMI	PLE :	:
310 ft.	0	06		<u>:</u> : :			
						0==	: 1980' FSL

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

## 2500 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

065909

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	Pit is:	Existing	SecTwp R	
Settling Pit Drilling Pit	If Existing, date con	structed:	Feet from North / South Line of Section	
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit capacity:	(bbls)	Feet from East / West Line of Section County	
Is the pit located in a Sensitive Ground Water A	rea? Yes 1	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)	
Is the bottom below ground level?  Yes No	Artificial Liner?	0	How is the pit lined if a plastic liner is not used?	
Pit dimensions (all but working pits):	Length (fee	t)	Width (feet) N/A: Steel Pits	
Depth fro	m ground level to dee	pest point:	(feet) No Pit	
If the pit is lined give a brief description of the line material, thickness and installation procedure.			dures for periodic maintenance and determining ncluding any special monitoring.	
Distance to nearest water well within one-mile of	of pit:	Depth to shallo	west fresh water feet. mation:	
feet Depth of water well	feet	measured	well owner electric log KDWR	
Emergency, Settling and Burn Pits ONLY:		Drilling, Worko	over and Haul-Off Pits ONLY:	
Producing Formation:		Type of materia	al utilized in drilling/workover:	
Number of producing wells on lease:		Number of working pits to be utilized:		
Barrels of fluid produced daily:		Abandonment p	procedure:	
Does the slope from the tank battery allow all splow into the pit? Yes No	pilled fluids to	Drill pits must b	pe closed within 365 days of spud date.	
Submitted Electronically				
	KCC (	OFFICE USE O	NLY Liner Steel Pit RFAC RFAS	
Date Received: Permit Numb	ber:	Permi	t Date: Lease Inspection: Yes No	



## Kansas Corporation Commission Oil & Gas Conservation Division

1065909

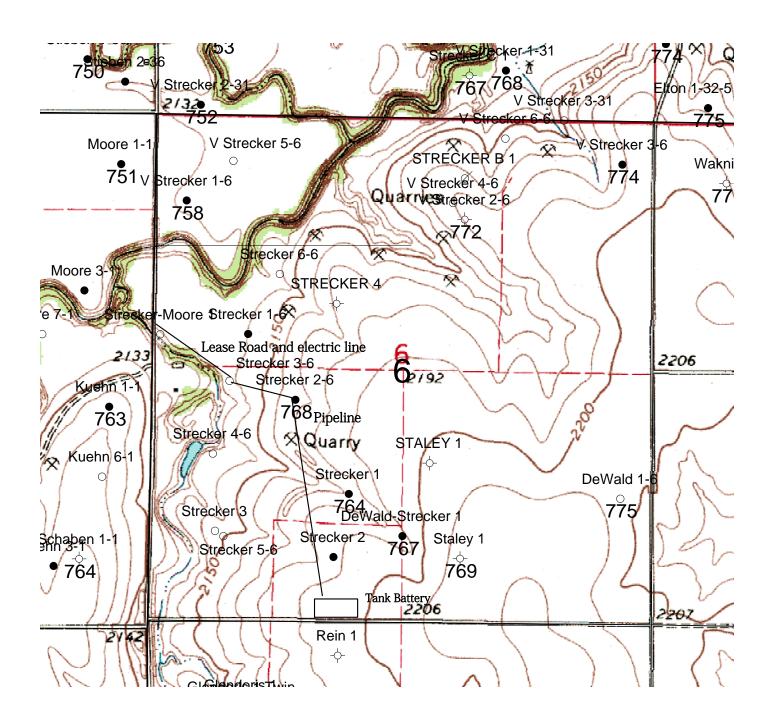
Form KSONA-1
July 2010
Form Must Be Typed
Form must be Signed
All blanks must be Filled

# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application).

Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (CB-1)	Cathodic Protection Borehole Intent)
OPERATOR: License #	Well Location:
Name:	SecTwpS. R
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: ( ) Fax: ( )	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the
Address 2:	county, and in the real estate property tax records of the county treasurer.
City: State: Zip:+	
the KCC with a plat showing the predicted locations of lease roads, tank are preliminary non-binding estimates. The locations may be entered or	dic Protection Borehole Intent), you must supply the surface owners and k batteries, pipelines, and electrical lines. The locations shown on the plat n the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
owner(s) of the land upon which the subject well is or will be lo CP-1 that I am filing in connection with this form; 2) if the form I 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 owner.	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 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 wher(s). To mitigate the additional cost of the KCC performing this I fee, 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	



#### OIL AND GAS LEASE

THIS AGREEMENT,	Entered into this the 2nd day of November	***	, 20_05	between
Donald L. Strecker and	Dixie Rae Strecker, his wife			
218 S Gilmore				
Bazine, KS 67516		hereina	after called Lessor (whet	ther one or more).
and KOG, Inc.				
		· .	,hereinaft	er called Lessee:
investigating, exploring gases, and their respect tanks, power stations, transport said oil, liqui otherwise caring for its the County of Ness	f the agreements of the lessee herein contains by geophysical and other means, prospecting ive constituent products, injecting gas, water, telephone lines, and other structures and thind hydrocarbons, gases and their respective contemplayees, the following described land, together the structures are structures and their respective contemplayees, the following described land, together the structures are structured as the structure of the structure and the structure of the struct	ng drilling, mining and operating for a other fluids, and air into subsurface strags thereon to produce, save, take care onstituent products and other products gether with any reversionary rights and	exclusively unto lessee for and producing oil, liquid trata, laying pipe lines, sto to of, treat, manufacture, p manufactured therefrom after-acquired interest, ti	for the purpose of hydrocarbons, all coring oil, building process, store and a, and housing and
The Southwest Qua	arter (SW/4)			<u> </u>
In Section 6	Township 10 South Dog	24 Wort	160	
<del></del>	Township 19 South, Ran	ge 21 West and containin	g 100 acres, mo	ore or less, and all
accretions thereto.				
Subject to the provi	sions herein contained, this lease shall remain	in force for a term of Three (3)	years from thi	is date (called

In consideration of the premises the said lessee covenants and agrees:

to obtain such rotary drilling rig and commence operations for the drilling of a well.

1st. To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

"primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is or can be produced from said land or land with which said land is pooled. If, due to circumstances beyond Lessee's control, Lessee is unable to obtain a rotary drilling rig prior to the expiration of the primary term, Lessor agrees that Lessee shall have a reasonable time, not to exceed <u>ninety</u> (90) days, within which

2<sup>nd</sup>. 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. At any time, either before or after the expiration of the primary term of this lease, if there is a gas well or wells on the above land (and, for the purposes of this clause, the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, before or after production therefrom, lessee or any assignee hereunder may pay or tender annually, within sixty (60) days after the end of each yearly period during which such gas well or gas wells are shut-in, as substitute gas royalty, One Dollar (\$1.00) per net mineral acre retained hereunder, for the acreage then held under this lease, by the party making such payments or tenders, and, if such payments or tenders are made, it shall be considered under all provisions of this lease that gas is being produced from the leased premises in paying quantities.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and 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.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.

Lessee shall bury lessee's pipelines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to 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 their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time 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 herby 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 lease is made, as recited herein.

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Receipt \*: 3003

Pages Recorded: 2

such pooring to be mit or units not exceeding 40 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 lesse. If production is found on the pooled acreage, it shall be treated by this lesse 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. land, lesses in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to property develop and operate said lesses premises so as the event of man and under and that may be produced from said premises, such pooling to be into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units of a contract of Book: 311 Page: 572 Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lesse or any portion thereof with other Lesses on lesses in the immediate vicinity thereof when in lesses in lesses in lesses in the immediate vicinity thereof when in lesses in lesses in the immediate vicinity thereof when in lesses in lesses in the immediate vicinity thereof when it is a considered by this lesses in the immediate vicinity thereof when it is a considered by the lesses in the immediate vicinity thereof when it is a considered by the lesses in the immediate vicinity thereof when it is a considered by the lesses in the immediate vicinity thereof in lesses in the lesses in the immediate vicinity thereof in less in the less in the immediate vicinity thereof in less in the lesses in the less in the less

The primary term of this lease shall not commence until any leases of record are released or judicially determined to be invalid.

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### **OIL AND GAS LEASE**

THIS AGREEMENT, Entered into this the 22nd day of October , 20 05	between
Donald L. Strecker and Dixie Rae Strecker, his wife	
hereinafter called Lesso	or (whether one or more),
American Warrior, Inc.	ereinafter called Lessee:
Lessor, in consideration of Ten (10) & O.V.C. Dollars in hand paid, receipt of which is here acknowled therein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto I investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufactures are said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured the otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired in the County of Ness State of Kansas and described as follows to-wit:	lessee for the purpose of , liquid hydrocarbons, all lines, storing oil, building facture, process, store and erefrom, and housing and
The South One-Half of the Northwest Quarter (S/2 NW/4)	
In Section 6 , Township 19 South , Range 21 West , and containing 80 ac	cres, more or less, and all
accretions thereto.	
Subject to the provisions herein contained, this lease shall remain in force for a term of Three (3) years from said land as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of the from said land or land with which said land is pooled. If, due to circumstances beyond Lessee's control, Lessee is unable to prior to the expiration of the primary term, Lessor agrees that Lessee shall have a reasonable time, not to exceed ninety obtain such rotary drilling rig and commence operations for the drilling of a well.	em, is or can be produced obtain a rotary drilling rig
In consideration of the premises the said lessee covenants and agrees:	
1st. To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equall oil produced and saved from the leased premises.	al one-eighth (1/8) part of
2 <sup>nd</sup> . To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the matherefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eight received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, monthly. At any time, either before or after the expiration of the primary term of this lease, if there is a gas well or wells of the purposes of this clause, the term "gas well" shall include wells capable of producing natural gas, condensate, distillate and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, before or after production assignee hereunder may pay or tender annually, within sixty (60) days after the end of each yearly period during which such shut-in, as substitute gas royalty, One Dollar (\$1.00) per net mineral acre retained hereunder, for the acreage then held under making such payments or tenders, and, if such payments or tenders are made, it shall be considered under all provisions of produced from the leased premises in paying quantities.	said payments to be made on the above land (and, for or any gaseous substance on therefrom, lessee or any the gas well or gas wells are der this lease, by the party
This lease may be maintained during the primary term hereof without further payment or drilling operations. If the less a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion 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 had been completed within the term of years first mentioned.	with reasonable diligence
If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.	i, then the royalties herein
Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, e of lessor.	except water from the wells
Lessee shall bury lessee's pipelines below plow depth.	
No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor	•
Lessee shall pay for damages caused by lessee's operations to said land.	
Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the casing.	right to draw and remove
If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assign shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true of assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or porthe date of assignment.	opy thereof. In case lessee
Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the	n or portions of the above acreage surrendered.
All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance failure is the result of, any such Law, Order, Rule or Regulation.	Regulations, and this lease e is prevented by, or if such

Lessor herby 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 lease is made, as recited herein.

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Cashier Initials: MH

Date Recorded: 11/18/2005 7:25:00 AM

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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, 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 into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or unit and leased in all produced in the land herein leased is situated an instance of the land herein leased in the production of the production from 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 this lease, whether the well or wells be located only such portion of the royalty stipulated herein as the royalties of production is had from this royalty interest therein on an acreage basis bears to the total acreage so pooled in the payment 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.

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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

October 26, 2011

Scott Corsair American Warrior, Inc. 3118 Cummings Rd PO BOX 399 GARDEN CITY, KS 67846

Re: Drilling Pit Application Stecker 3-6 SW/4 Sec.06-19S-21W Ness County, Kansas

#### Dear Scott Corsair:

District staff has inspected the above referenced location and has determined that the alternate 1 location should be used and that the reserve pit shall be constructed <u>without slots</u>, the bottom shall be flat and reasonably level, and the free fluids must be removed. The fluids are to be removed from the reserve pit within 96 hours of completion of drilling operations. Keep pits east of stake.

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.