

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

Signature of Operator or Agent:

For KCC	Use:			
Effective	Date:			
District #				
SGA?	Yes	No		

SGA?

# 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	
OPERATOR: License#	feet from N / S Line of Section
Name:	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 #:
Phone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
Name:	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:
	Surface Pipe by Alternate: I II
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:
	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore? Yes No	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:
	11 163, proposed 2016.
AEE	
	IDAVIT
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Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202 Side Two



SEWARD CO. 3390' FEL

820 ft.

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:				Loc	Location of Well: County:				
Lease:								feet from N / S Line of Section	
	er:							feet from E / W Line of Section	
Field:			Sec	D	Twp	S. R			
Number of	Acres attributa	ble to well:			— Is S	Section:	Regular	or Irregular	
QTR/QTR/0	QTR/QTR of a	creage:			_				
					If S	ection is	Irregular, lo	cate well from nearest corner boundary.	
					Sed	ction corne	er used:	NE NW SE SW	
					DI AT				
	Show	location of t	he well Show f	ontage to the near	PLAT	unit houn	dary line Sh	ow the predicted locations of	
				-			-	Owner Notice Act (House Bill 2032).	
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	arm battorro	o, p.pooo a	You may attach				22022).	
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	:	:	:	:	: :			<ul> <li>Well Location</li> </ul>	
		:		:				Tank Battery Location	
					:			Pipeline Location	
	:	:	:	:	: :	:		Electric Line Location	
		÷	:		:			Lease Road Location	
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				:					

### 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.

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

- 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

076690

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)	Pit is:  Proposed Existing  If Existing, date constructed:  Pit capacity:  (bbls)		SecTwp R East WestFeet from North / South Line of SectionFeet from East / West Line of Section County		
Is the pit located in a Sensitive Ground Water A	rea? Yes	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)		
Is the bottom below ground level?	Artificial Liner?	No	How is the pit lined if a plastic liner is not used?		
Pit dimensions (all but working pits):	Length (fee	et)	Width (feet) N/A: Steel Pits		
If the pit is lined give a brief description of the li material, thickness and installation procedure.	om ground level to dee	Describe proce	dures for periodic maintenance and determining any special monitoring.		
Distance to nearest water well within one-mile of	of pit:	Depth to shallo Source of infor	west fresh water feet. mation:		
feet Depth of water well	feet	measured	well owner electric log KDWR		
Emergency, Settling and Burn Pits ONLY:  Producing Formation:  Number of producing wells on lease:  Barrels of fluid produced daily:  Does the slope from the tank battery allow all s flow into the pit?  Yes No  Submitted Electronically		Type of materia  Number of work  Abandonment p  Drill pits must b	over and Haul-Off Pits ONLY:  all utilized in drilling/workover:  king pits to be utilized:  procedure:  de closed within 365 days of spud date.		
	KCC	OFFICE USE O	NLY		
Date Received: Permit Num	ber:		Liner Steel Pit RFAC RFAS  t Date: Lease Inspection: Yes No		



## Kansas Corporation Commission Oil & Gas Conservation Division

1076690

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:
Name:	SecTwpS. R 🔲 East 🗌 West
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	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.
Select one of the following:	
owner(s) of the land upon which the subject well is or will be le 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	cknowledge that, because I have not provided this information, the vner(s). To mitigate the additional cost of the KCC performing this
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	_

For KCC Use ONLY	
API # 15	

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

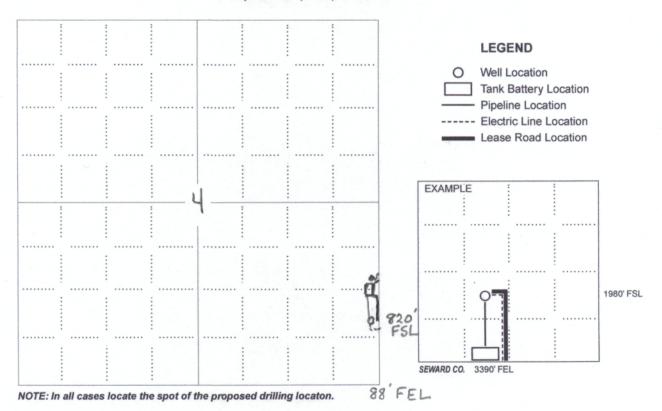
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator: Mai Oil Operations, Inc.	Location of Well: County: Ru	ussell
Lease: Schmitt-Flegler Unit	820	feet from N / N S Line of Section
Well Number: 2	88	feet from X E / W Line of Section
Field: Kennebec	Sec. 4 Twp. 15	
Number of Acres attributable to well:  QTR/QTR/QTR/QTR of acreage:	Is Section: Regular or	r Irregular
	If Section is Irregular, local Section corner used:	te well from nearest corner boundary.

#### **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.



## 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).
- 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.

# OIL AND GAS LEASE

AGREEMENT, M	ade and entere	d into the	25	day of	January		. 20	011
by and between	The Rob	ert D. Sch	mitt Trust	#1				
		neer v		Dead Cod	V	- 67640		
whose mailing a			Corners	Road, Gorl	iam, Kansa	5 6 7 6 4 0		hereinafter called Lessor (whether one or mo
and MAST	DRILLING	, INC.						hereinafter called Les
-								22.00
receipt of which i noto lessee for i bydrocarbons, all tanks, power stat liquid hydrocarbo the following des	be purpose of gases, and the ions, telephone ons, gases and cribed land, to	ledged and of investigating ir respective lines, and o their respect gether with a	g, exploring constituent p ther structus ive constitue ny reversion	s berein provi by geophysic products, injec- res and things sat products a ary rights and	cal and other sting gas, was thereon to pi nd other prod after-acquire	means, prospecter, other fluids, a reduce, save, tak note manufactured interest,	ring drilling, min nd air into subsur e care of, treat, m	Dollars (§ 1.00 ) in hand p ntsined, hereby grants, leases and lets exclusi- ing and operating for and producing oil, sit face strats, laying pipe lines, storing oil, build anunfacture, process, store and transport said housing and otherwise curing for its employ-
therein situated i	n County of	Russell		State of	Kansı	15		described as follows to wit:
The Northeast The Southeast	Quarter of Quarter of	Section 9 Section 4	Township Township	15-S and F 15-S and F	Range 14-V	,		
	2&4_, Town			Range	And in case of the last of the	and containing ce for a term of	320 3 years fro	Acres, more or less, and all accretions thereto.  In this date (called "primary term"), and as is
I.case or any port acreage described of \$10.00 per no mailed to or deli exercised as here extended as to on	Instanding any ion thereof we herein that is mineral nere vered to Lesse in provided it	thing to the ould expire in expiring. The so extended or at the above shall be con- the acreage the	contrary con accordance to only action which paym we address ( sidered for then covered	stained herein with its terms in required by sent shall cover for such other all purposes to bereby, Lesse	Lessee is he s and provision. Lessee to exce er the entire of r address as I as though this we shall design	reby granted the ons, of extending reise this option one (1) year exten- cessor may here; Lease originally	exclusive option this Lease for an being payment to ended primary ter foafter fumish Le provided for a	d had or land with which said land is pooled, to be exercible prior the date on which additional period of one (1) years as to all of Lessor of an additional consideration of the s in. Such tender shall be via check as sight of seee via written notice). Should this option primary term of four (4) years. If this Lean strument.
						ich lessee may e	onnect wells on s	said land, the equal one-eighth (%) part of all
produced and sav								
one-eighth (%), at for the gas sold, a	the market pro sed off the pro pay or tender	ice at the well mises, or in as royalty (	il, (but, as to the manufact One Dollar (	gas sold by I ture of produc \$1.00) per ye	essee, in no c ets, said paym ear per net m	vent more than e ents to be made a ineral scre retain	no-cighth (%) of a monthly. Where	ed in the manufacture of any products therefor the proceeds received by lessee from such sal- gas from a well producing gas only is not sold all if such payment or tender is made it will
within the term of	this lease or a	ny extension	mereor, mo	senace small in	ave me right i	to anti such well	to completion will	ons. If the lossee shall commence to drill a water reasonable ditigence and dispatch, and if oil well had been completed within the term of ye
If said shall be paid the s	lessor owns a	less interest in the propor	in the above	described far lessor's intere	nd than the en	ntire and undivid	ed fee simple esta rided fee.	ate therein, then the royalties herein provided
1.essee	shall have the	right to use,	free of cost,	gas, oil and w	ater produced	on said land for		thereon, except water from the wells of lesso
	requested by le							
						aid premises with ops on said land.	heut written consc	ent of lessor,
							reemises includi	ng the right to draw and remove casing.
								ly allowed, the covenants hereof shall extend
their heirs, execut lessee until after t shall be relieved o	ors, administr he lessee has t f all obligation	itors, success ocen furnished is with respec	sors or maig d with a wri et to the assig	ms, but no ch tten transfer o ghed portion o	ange in the or r assignment r portions aris	wnership of the i or a true copy the sing subsequent to	land or assignment ereof. In case less to the date of assign	nt of rentals or royalties shall be binding on usee assigns this lease, in whole or in part, less nament.
thereby surrender	may at any ti this lease as to	me execute a such portion	or portions	o lessor or pla and be relieve	d of all obliga	or releases cove	ring any portion or reage surrendered	or portions of the above described premises a
All exp be terminated, in v such Law, Order,	ress or implies whole or in par Rule or Regula	t, nor lessee t	of this lease : held liable in	shall be subject damages, for	t to all Feder failure to con	al and State Law imply therewith, it	s, Executive Order f compliance is pr	ors, Rules or Regulations, and this lease shall of evented by, or if such failure is the result of, a
holder thereof, and	t any mortgage the undersign	ed lessors, fi	or themselve	she above de	irs, successor	in the event of d	ethult of payment reby surrender and	ee shall have the right at any time to redeem t by lessor, and be subrogated to the rights of the d release all right of dower and bomestead in this lease is made, as recited herein.
leases in the imme to promote the co- another and to be well. Lessee shall describing the poe- pooled unit, as if i or wells be located	diate vicinity to ascreation of a into a unit or a 1 execute in waled acreage. I a were included to on the premi- portion of the r	hereof, when nil, gas or off mits not exce- riting and re The entire acr d in this loase (sea covered to oyalty stipula	n lessoe's jither minerals reding 40 ac cord in the reage so pool e. If product by this lease ated herein as	in and under res each in the conveyance r led into a trac- tion is found of or not. In his	and that may e event of an ecords of the t or unit shall on the pooled	dvisable to do so y he produced for oil well, or into a county in which be treated, for all acrenge, it shall in this electrone h	in order to proper om said premises, a units or units no the land herein I purposes except be traded as if pre- termin execution.	e or any portion thereof with other land, lease try develop and operate sald lease promises so such pooling to be of fractic contiguous to o et exceeding 640 acres each in the event of a leased is situated an instrument identifying a the payment of mystics on production from a direction is had from this lease, whether the w essers thall receive on production from a soil reset therein on an acreage basis bears to the in-
Winese D. Schmitt.	Trustee	efron	this syreemee	t as of the day a	and year liest ab-	ove written.		
			-		-	-	-	
S.S.A						S.S.#		

806K 214 R 0642

# OIL AND GAS LEASE

AGREEMENT, Made and entered into the 24 day of June	2010					
Melvin A. Flegler and Juanita Flegler trustees of	the Melvin A. Flegler trust dated Feb, 9 2010; and Juanita Flegler					
by and between and Molvin A. Flegler trustees of the Juanita Fle	ger trust dated Feb, 9 2010					
whose mailing address is 18484 Walters Rd. Russell, KS 67665	hereinafter called Lessor (whether one or more).					
and MAST DRILLING, INC.						
	hereinafter called Lessee:					
Lessor, in consideration of One and O.V.C	Dollars (\$ 1.00 ) in hand paid,					
hydrocarbons, all gases, and their respective constituent products, injecting gas, we lanks, power stations, telephone lines, and other structures and things thereon to	he agreements of the leases beerein coexisiende, hereby grants, leases and lots exclusively er massa, protopolicing delling, mining and operating for and producing oil, liquid inter, other fluids, and air into subsurface strata, laying ploc lines, storing oil, bentling produce, serv. lots care of, text, or and other contractions, prosses, show and sansayare said out, oducts manufactured therefrom, and brossing and otherwise caring for its employees.					
therein situated in County of Russell State of Kan						
All of the Southwest Quarter (SW/4)						
In Section 3 Township 15-S Range 14-W	and containing 160 Acres, more or less, and all accretions thereto.					
Subject to the provisions herein contained, this lease shall remain in fi						
Lease or any portion thereof would expire in accordance with its terms and provis acreage describe therein that is expiritur. The only action required by Lasers to of \$10,000 per net mineral acre so extended which payment shall cover the entimailed to or delivered to Leaser at the above address for such other address are corolated as herein provided it shall be considered for all purposes as though the extended as to only a portion of the acreage than covered hereby, Leases shall dealy in consideration of the premises the said Jessec covenants and agrees:						
1". To deliver to the credit of lessor, free of cost, in the pipe line to a produced and saved from the lessed premises.	which lessee may connect wells on said land, the equal one-eighth (%) part of all oil					
one-eighth (36), at the market price at the well, (but, as to gas sold by lesses, in no for the gas sold, used off the promises, or in the manufacture of products, said pay used, lessee may pay or tender as royally One Doller (\$1.00) per year per not considered that gas is being produced within the meaning of the preceding paragray. This lessee may be maintained during the primary term hereof without within the term of this lesse or any extension thereof, the lessee shall have the right gas, or either of them, be found in paying quantities, this lessee shall coordine and by	sold, or used off the premises, or used in the manufacture of any products therefrom, or event more than one-eighth (%) of the proceeds received by lessee from such sales), manute to be made monthly. Where gas from a well producing gas only is not sold or mineral acce retained hereunder, and if such payment or tender is nude it will be ph.  Inther payment or drilling operations. If the lessee shall commence to drill a well at to drill such well to completion with reasonable difference and dispatch, and if oil or or be a force with like effect as if sout well had been completed without the term of years.					
first mentioned.  If said lessor owns a less interest in the above described land than the shall be paid the said lessor only in the proportion which lessor's interest bears to the said lessor only in the proportion which lessor's interest bears to the said lessor only in the proportion which lessor's interest bears to the said lessor only in the proportion which lessor's interest bears to the said lessor only in the proportion which lessor's interest bears to the said lessor of the said lessor only in the proportion which lessor is said lessor on the said lessor on the said lessor only in the proportion which lessor is said lessor on the said lessor only in the said le	entire and undivided fee simple estate therein, then the royalties herein provided for					
	ted on said land for lessee's operation thereon, except water from the wells of lessor.					
When requested by lessor, lessee shall bury lessee's pipe lines below plant						
No well shall be drilled nearer than 200 feet to the house or barn now or						
Lessee shall pay for damages caused by lessee's operations to growing						
Leaves shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove caring.  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 sasigns, but no change in the ownership of the land or assignment of rentals or royalities shall be blading on the feater until after the leaves has been familised with a written transfer or assignment or a true copy thereof. In case leaves easigns this lease, in whole or in part, leasee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of restiguing the case.						
Lessee may at any time execute and deliver to lessor or place of record or releases covering suy portion or portions of the above described premises and thereby surrender this lessee as to such portion or portions and be relieved of all obligations as to the arreage surrendered.						
All express or implied occurates 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 past, nor leases 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, Rules or Regulation.						
Lessor bereby 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 redoem for lessor, by pnyment any mortgages, taxen or other lices 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 lichs, ascessors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so for as said right of dower and homestead in the premises described herein, in so for as said right of dower and homestead may in any way afflort the purposes for which this lesso is made, as rectified herein.						
leases in the immediate vicinity thereof, when a leases' judgment it is necessary or to promote the conservation of oil, gas or other minestals in and under and that a sunther and to be into a unit or units not exceeding 40 acres each in the event of a well. Leases shall execute in writing and record in the conveyance records of it describing the pended acreage. The entire acreage so poofed into a tract or unit shall pended unit, as if it were included in this lease. If production is found on the pool or wells be leased on the acressines, covered by this leases on to. In lies of the re-	bible the accenge con-cal by this listac or any pocious threard with other land, however and wideshed to do so in order to properly diverlop and operate said lease permissa so as may be produced from sald premises, such pooling to be of tracts consiguous to one and will only into a units or units not exceeding 640 acres each in the event of a gas he county in which the land hereby leased is aimused an instrument identifying and all be traced, for all purposes except the appressor for opvides on production from the cell arroad and the county of the country					
Witnesses: 6 20 0	N 70.00.					
Melvin A. Flogler, trustee of the wielvin A. Flegler trust dated Feb 9, 2010	Justita Flegler, trustee trustee of the Meida A. Flegler trust dated Feb 9, 2010					
Melin a. Hagler	Juanios Flegler					

BOOK 213 MAGE 604

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

March 20, 2012

Allen Bangert Mai Oil Operations, Inc. 8411 PRESTON RD STE 800 DALLAS, TX 75225-5520

Re: Drilling Pit Application Schmitt-Flegler Unit 2 SE/4 Sec.04-15S-14W Russell County, Kansas

### Dear Allen Bangert:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed **without slots**, the bottom shall be flat and reasonably level, and the free fluids must be removed. The fluids are to be removed from the reserve pit as soon as practical after drilling operations have ceased. KEEP PITS away from draw/drainage.

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.