For KCC Use:

Eff	e	ct	iv	е	Date
— ·					

District	#	

SGA?	Yes	No

Form

KANSAS CORPORATION COMMISSION **OIL & GAS CONSERVATION DIVISION**

March 2010 Form must be Typed Form must be Signed All blanks must be Filled

Form C-1

1080470

NOTICE OF INTENT TO DRILL

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

KSONA-1,	Certification of	^r Compliance with	the Kansas	Surface Ow	ner Notification	Act, MUS1	be submitted	with this form
----------	------------------	------------------------------	------------	------------	------------------	-----------	--------------	----------------

Expected Spud Date:	Spot Description:
OPERATOR: License#	
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: State: Zip: +	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: Oil Enh Rec Infield Mud Rotary Gas Storage Pool Ext. Air Rotary Disposal Wildcat Cable Seismic ; # of Holes Other Other:	Nearest Lease or unit boundary line (in footage):
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
If Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR)
KCC DKT #:	Will Cores be taken?
	If Yes, proposed zone:

AFFIDAVIT

The undersigned hereby affirms that the drilling, completion and eventual plugging of this well will comply with K.S.A. 55 et. seq.

It is agreed that the following minimum requirements will be met:

- 1. Notify the appropriate district office *prior* to spudding of well;
- 2. A copy of the approved notice of intent to drill shall be posted on each drilling rig;
- 3. The minimum amount of surface pipe as specified below shall be set by circulating cement to the top; 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 Kansas 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.

Submitted Electronically

For KCC Use ONLY	
API # 15	
Conductor pipe required	feet
Minimum surface pipe required	feet per ALT.
Approved by:	
This authorization expires:	
Spud date: Agent:	

Remember to:

- File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill;
- File Drill Pit Application (form CDP-1) with Intent to Drill;
- File Completion Form ACO-1 within 120 days of spud date;
- File acreage attribution plat according to field proration orders;
- Notify appropriate district office 48 hours prior to workover or re-entry;
- Submit plugging report (CP-4) after plugging is completed (within 60 days);
- Obtain written approval before disposing or injecting salt water.
- If well will not be drilled or permit has expired (See: authorized expiration date) please check the box below and return to the address below.
 - Well will not be drilled or Permit Expired Date: Signature of Operator or Agent:

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



Section corner used: NE NW SE SW

For KCC Use ONLY

API # 15 - ____

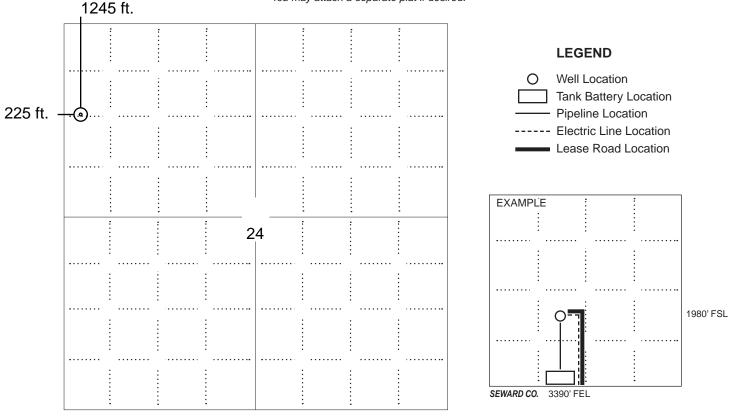
IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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
Well Number:	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.

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.

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.

Side Two



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1080470

Form CDP-1 May 2010 Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate					
Operator Name:	perator Name:		License Number:		
Operator Address:					
Contact Person:			Phone Number:		
Lease Name & Well No.:			Pit Location (QQQQ):		
Type of Pit:	Pit is:				
Emergency Pit Burn Pit	Proposed	Existing	SecTwp	R East West	
Settling Pit Drilling Pit	If Existing, date cor	nstructed:	Feet from North / South Line of Section		
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit capacity:		Feet from [East / West Line of Section	
		(bbls)		County	
Is the pit located in a Sensitive Ground Water A	rea? Yes I	No	Chloride concentration: (For Emerge	ency Pits and Settling Pits only)	
Is the bottom below ground level?	Artificial Liner?		How is the pit lined if a place	stic liner is not used?	
Pit dimensions (all but working pits):	Length (fee	et)	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 liner material, thickness and installation procedure.			dures for periodic maintenan cluding any special monitori		
Distance to nearest water well within one-mile o	of pit:	Depth to shallow Source of inform	west fresh water nation:	feet.	
feet Depth of water well	feet	measured	well owner	electric log KDWR	
Emergency, Settling and Burn Pits ONLY:		Drilling, Worko	ver and Haul-Off Pits ONL	Y:	
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 spilled fluids to flow into the pit? Yes No		Drill pits must be closed within 365 days of spud date.			
Submitted Electronically					

KCC OFFICE USE ONLY Liner Steel Pit RFAC RFAS Date Received: _ Lease Inspection: Yes No Permit Number: Permit Date:

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



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1080470

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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:			
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 the lease below:		
Contact Person:			
Phone: () Fax: ()			
Email Address:			
Surface Owner Information:			
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.		
Address 1:			
Address 2:			
City: State: Zip:+			

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

Select one of the following:

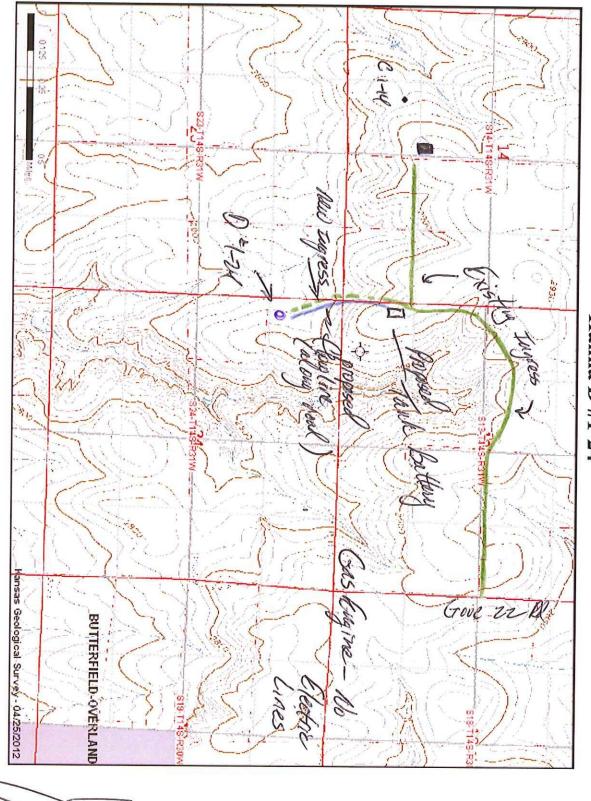
- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- □ I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

Submitted Electronically

I

I



15/11/12

Hanna D #1-24

L1.88-1
 Form 88 (producers)
 Paid-up
 Kansas -Oldahoma

containing

.

OIL AND GAS LEASE

۰.

Hanna LIS Unit

THIS AGREEMENT, Entered into this	<u>27th</u> day of _	June	, 2007, betwee	en
Clinton Hanna and	d Marilyn Hanna, i	individually and as tru	stees of the Clinton	n and
Marilyn Hanna Re	vocable Living Tru	ust		
112 Hackberry #9	, Del Rio, Texas 7	8840	·····	, hereinafter called lessor

and SAPPHIRE ENERGY, INC., 155 N. Market, Ste. 910, Wichita, Kansas 67202, hereinafter called lessee, does witness:

1.00

1. That lessor, for and in consideration of the sum of <u>One (1) and more-</u>_____Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, with any reversionary rights therein, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, and other fluids and substances into the subsurface strata, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, electrical lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such subsurfaces strata, said tract of land being situated in the County of <u>Gove</u>, State of <u>Kansas</u> and described as follows:

SEE EXHIBIT "A"	SAL CHERRY	STATE OF KANSAS, GOVE COUNTY SS Filed for record this 23 day of July A.D. 20 27 at 3:30 o'clock P, M. and duly
2680 acres, more or less.		recorded in Book 56 of Page 672-674 <u>ricitary of Content</u> Page 672-674

2. This losse shall remain in force for a term of __________years (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth (1/8) part of all oil producad and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth (1/8) royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lesses shall pay to the lessor, as a royalty, one-eighth (1/8) of the proceeds received by the lesses from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein lessed. If such gas is not soid by the lesses, lesse may be pay or tender annually at or before the end of each yearty prior during which such gas is not soid by the lesses, lesse may be or tender annually at or before the end of each yearty prior during which such gas is not soid. The second by the lesses, lesser may be or tender annually at or before the end of each yearty prior during which such gas is not soid, as a shutch royalty, whether end or more wolks, an emount equal to cre dollar point error, and while such gas is at the interval. Every pay or tender at provisions of this lesses that gas is being produced in paying quantities. The first yearly period during which such gas is not soid shall begin on the date the first well is completed for production of gas.

5. This isase is a paid-up lease and may be maintained during the primary term without further payments or drilling operations,

6. In the event said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalities herein provided for shall be paid to said lessor only in the proportion which his Interest bears to the whole and undivided fee, however, in the event the title to any interest in said land should revert to lessor, or his helfs, or his or their grantee, this lesses shall cover such reversion.

7. The lessee shall have the right to use free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lesse. Lessee shall have the right at any time during, or effer the explaint of this lesse to remove all machiner, fotures, houses, buildings, and other structures placed on said premises, including the right to draw and remove all casing.

8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covanants hereof shall extend to the hele, devises, executors, administrators, successes, and assigns, but no change or division in evenents) por the land, or royalities, however accomplished, shall operate to enlarge the obligations or diminish the rights of lesses, and no change of division in evenents) por their of the second to the lates, administrators, exceedence, and assigns, but no change of division in evenents) por their of, or a sufficient to lesses of the obligations or diminish the rights of lesses, and no change of division in the regulates or any sum due under this lease shall be binding on the lesses until it has been furnished with either the anglinal recorded instrument of conveyance or a duy certified copy of the resolutions, advected on the vision of the set of the vision of the vision in administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duits or their of lesses.

9. If the leased premises are now or shall hereafter be owned in severalty or in separate tracks, the premises may noneltheless be developed and operated as one lease, and all royalites accuring hereunder shall be divided among and paid to such separate owners in the proportion that the accesse owned by each separate owner bears to the entre leased excesse. There shall be no obligation on the part of the leases to offset wells on separate tracks into which the land covered by this lease may now or hereafter be divided by sale, devised, descent or otherwise, or to furnish separate measuring or receiving tanks.

10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgapes, or other lines existing, levied, or assessed on or against the above described lands and, in the event it exercises such options it shall be subregated to the rights of any holdor or holders thereof and may reinhorse lisel for applying to the discharge of any such mortgapa, tax or other line, any royalvy accurding hereunder.

11. If after the explration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within one hundred-twenty (120) days thereafter, or if at the expiration of the primary term, oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced, with no cessetion of more than one hundred-twent/(120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provisions of this lease.

12. Lessee may at any time surrender or cancel this lesse in whole or in part by delivering or melling such release to the lessor, or by placing same of record in the proper county. In case sail lesse is surrendered and canceled as to only a portion of the acroage covered thereby, then all payments and liabilities thereafter accuring under the terms of said lesse as to the portion canceled shall cause and determine, but as to the portion of the acreage not released the terms and provisions of this lesse shall continue and remain in full force and effect for all purposes.

13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agancies administering the same, and this lease shall not be in any way terminated wholly or partiality, nor shall the lease be, liable in damages for failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lesses should be prevented during the last six months of the primary term of this lease shall be under subject to all federal and state prevented during the last six months of the primary term term drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.

14 Lessee, at its option, is hareby given the right and power to pool or combine mite one or morp units the land covered by this lease, or any partion thereat, with other land covered by another lease, or leases when, in lesses's judgment, it is necessary or adviseble to do so in order to properly develop and operate said lease, premises so as to promote the conservation of such minerais in and under said land, such pooling to be in a unit or units not exceeding 60 acres each in the event of as gos and/or condensate or distillate well, plus a tolerance of the property develop and operate said loads in the overt of as gos and/or condensate or distillate well, plus a tolerance of the porcent (10%) to conform to Governmental Survey quarter sactions. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage, The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payment of regulates on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as it production is hard from the unit shall be treated as it production is hard from the ing such porton of the pooled acreage, to be pooled in the such well diffied on unit shall be treated for all purposes, except the payment of regulates on production from the pooled unit, as if it were included in this lease or not. Any well diffied on such unit shall be and constitute a well hereunder. In like of the royatiles elsewhere hard in specific lessor shall roceive on production from the units to pooled only such portion of the royaty stipulated herein as the amount of this near toyaty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.

15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lesses,

SEE RIDER ATTACHED

IN WITNESS WHEREOF, we sign the day and year first above written.

ten Clinton Hanna

..........

Hanne Marilyn Hanna

MICROFILM NUMERICAL DIRECT INDEX Soo revorse for acknow RUMSECT INDEX

1560672

STATE OF Texas) COUNTY OF Val Ley le)ss.	ACKNOWLEDGMENT FOR INDIVIDUAL
· · · · · · · · · · · · · · · · · · ·	isday ofJuly, 2007, by Id as trustees of the Clinton and Marilyn Hanna
My commission expires: April 18, 2018	Rin A. Cleass of
	ERIN R. CLAASSEN Notary Public, State of Texas My Commission Expires April 28, 2010
STATE OF) COUNTY OF)ss.	ACKNOWLEDGMENT FOR CORPORATION
This instrument was acknowledged to me th	is day of, 2007, by _as president of corporation, on behalf of the corporation.
My commission expires:	Notary Public_
STATE OF)	
)ss. COUNTY OF) This instrument was acknowledged to me thi	ACKNOWLEDGMENT FOR INDIVIDUAL
My commission expires:	Notary Public_
STATE OF) COUNTY OF)SS.	ACKNOWLEDGMENT FOR INDIVIDUAL
This instrument was acknowledged to me this	sday of, 2007, by
/y commission expires:	· · · · · · · · · · · · · · · · · · ·
	Notary Public

(

(

1560673

Exhibit "A"

Attached to and made a part of that certain Oil and Gas Lease dated the 27th of June, 2007, by and between Clinton Hanna and Marilyn Hanna, individually and as Trustees of the Clinton and Marilyn Hanna Revocable Living Trust, as Lessor and Sapphire Energy, Inc., as Lessee and covering the following described land:

Township Fourteen (14) South, Range Thirty-One (31) West, Gove County, Kansas

Tract #1	The Northeast Quarter (NE/4) of Section Thirteen (13)
Tract #2	The Northwest Quarter (NVV/4) of Section Iniffeen (13)C(2) & The section Iniffeen (13)C(2) & T
Tract #3	The Southeast Quarter (SE/4) of Section Thirteen (13)つらるクロ
Tract #4	The Southwest Quarter (SW/4) of Section Thirteen (13) 신문한 지수 영습 2013
Tract #5	The Southwest Quarter-(SW/4) of Section Fourteen (14) 66873
Tract #6	The Northwest Quarter (NW/4) of Section Fourteen (14) 06 89 5
Tract #7	The Southeast Quarter (SE/4) of Section Fourteen (14) ୦৮ 8가닉
Tract #8	The Southwest Quarter (SW/4) of Section Fifteen (15) CCRC of
Tract #9	The Southeast Quarter (SE/4) of Section Fifteen (15) 228/2/2
Tract #10	The Northwest Quarter (NW/4) of Section Fifteen (15) つんタウモ
Tract #11	The Northeast Quarter (NE/4) of Section Fifteen (15) 6 に えつつ
Tract #12	The Southeast Quarter (SE/4) of Section Sixteen (16) 🖉 🖉 🚫
Tract #13	The East Half of the East Half (E/2E/2) of Section Twenty-One (21)
Tract #14	The West Half of the West Half (W/2W/2) of Section Twenty-Two (22)06887
Tract #15	The Northeast Quarter (NE/4) of Section Twenty-Three (23)plasses
Tract #16	The Northwest Quarter (NW/4) of Section Twenty-Four (24)
Tract #17	The North Half of the Northeast Quarter (N/2NE/4) and the Southeast Quarter
	of the Northeast Quarter (SE/4NE/4) of Section Twenty-Four (24) ☆タタク

1. It is understood and agreed that the above described tracts shall constitute separate and individual leases according to the terms herein established. Production on any single tract shall not hold any other Tract Lease by said production.

2. If at 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 multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease; and subject to the other provisions of this lease, this lease shall thereby be modified and the primary term shall be extended for an additional term of Two (2) years from the end of the primary term. Said payment may be made by check or draft of Lessee or any assignee thereof, mailed or delivered direct to Lessor at the address first provided above, on or before the end of the primary term. It is understood and agreed that the option to extend may be exercised individually according to the tracts herein described, with no obligation on the remainder tracts.

Clinton Hanna

<u>Y) asilyn Hanne</u> Marflyn Hanna

1560674