For KCC Use:

Eff	e	ct	iv	е	Date
— ·					

District	#	

SGA?	Yes	No

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

1081874

NOTICE (OF INTENT	TO DRILL
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Must be approved by KCC five (5) days prior to commencing well

Form KSONA-1, Ce	ertification of Comp	liance with	the Kansas	Surface	Owner Notification A	Act, MUST	T be submitted with this form.

Expected Spud Date:	Spot Description:
month day year	(<u>q/q/q/q</u>) Sec Twp S. R E [] W
OPERATOR: License#	feet from N / S Line of Section
Name:	feet from L 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): Ground Surface Elevation:
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 E	Electronically
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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:

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



For KCC Use ONLY

API # 15 - ____

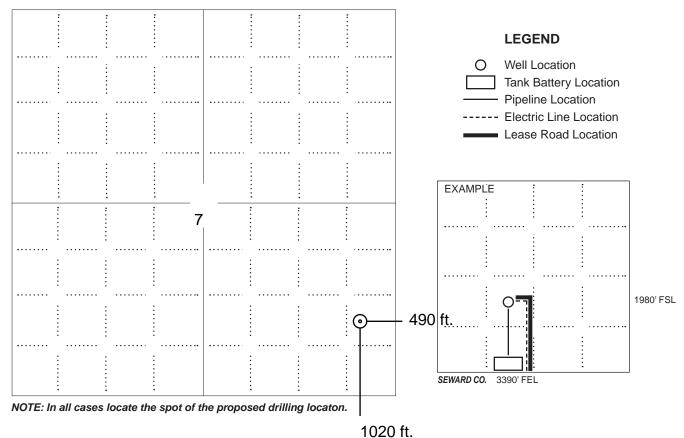
IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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:	Sec Twp S. R E 📃 W
Number of Acres attributable to well: QTR/QTR/QTR/QTR of acreage:	Is Section: Regular or Irregular
	If Section is Irregular, locate well from nearest corner boundary.
	Section corner used: NE NW SE SW

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).
- 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

1081874

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 Is the bottom below ground level? Yes No	Pit is: Proposed Existing If Existing, date constructed: Pit capacity: (bbls) Area? Yes No Artificial Liner? Yes No		SecTwpR East West Feet fromNorth / South Line of Section Feet fromEast /West Line of Section CountyCounty Chloride concentration:mg/l <i>(For Emergency Pits and Settling Pits only)</i> How is the pit lined if a plastic liner is not used?		
	Length (fee		Width (feet)N/A: Steel Pits		
If the pit is lined give a brief description of the li material, thickness and installation procedure.		liner integrity, in	dures for periodic maintenance and determining cluding any special monitoring.		
feet Depth of water wellfeet		Source of inforr	nation:		
Emergency, Settling and Burn Pits ONLY:		Drilling, Worko	ver and Haul-Off Pits ONLY:		
Producing Formation: Number of producing wells on lease: Barrels of fluid produced daily:		Number of work	l utilized in drilling/workover:		
Does the slope from the tank battery allow all s flow into the pit?	pilled fluids to	Drill pits must b	e closed within 365 days of spud date.		
Submitted Electronically					
	KCC	OFFICE USE OI	NLY		
Date Received: Permit Num	ber:	Permi			

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



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1081874

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: 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, 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		
Address 1:			
Address 2:	county, and in the real estate property tax records of the county treasurer.		
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

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OIL AND GAS LEASE

AGREEMENT, Made and entered into this <u>9th</u> day of <u>September</u>, 2011, by and between:

Gayle L. Mollenkamp Living Trust DTD 2/04/95 & Marilyn L. Mollenkamp Irrevocable Trust DTD 2/04/95; each & each alike holding an undivided one

half interest in said lease; Gayle L. Mollenkamp & Lori J. Edwards, Trustees

Party of the first part, hereinafter called lessor (whether one or more) and

K. & B. Norton Oil & Investments, L.L.C.

1209 W. Park Grove Drive

Manhattan, Kansas 66503-2469

Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of <u>\$10.00</u> and more dollar (s), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Logan, State of Kansas, described as follows to wit:

See Addendum—Part A—For Details of the 2,720 acres included in this lease agreement; which shall be attached thereto and thus be deemed to be a part of this lease document.

Subject to the provisions herein contained, it is agreed that this lease shall be in full force for a term of <u>Three</u> (3) year (s) from this date, for the purpose of gathering mapping data, radiometric surveys and other related geological interpretations, for the purpose of drilling and recovering oil or gas from said lease and as long thereafter as oil or gas, or either of them, is produced from said land or land with which said land is pooled, by the lessee.

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

 1^{st} . 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 to one-eighth $(1/8^{\text{th}})$ part of all oil or gas produced and saved from the leased premises.

 2^{nd} . 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 thereform, one-eighth ($1/8^{th}$), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth ($1/8^{th}$) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products thereform, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This 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.

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 royalties 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 or their heirs, or his or their grantee, this lease shall cover such reversion.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operations thereon, except water from the wells of lessee, in accordance with stipulations set forth in the attached Rider.

When requested by Lessor, Lessee shall bury all pipelines below plow depth. Lessee will restore the surface to the original condition as nearly as practicable upon completion of operations, including backfilling and leveling of all pits created by its operations.

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

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

Lessee shall have the right at any time during, or after, the expiration of this lease to remove all machinery, fixtures, buildings and other structures 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 the heirs, devisees, executors, administrators, personal representatives, successors, and assigns, but no change or division of ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, and no change of ownership in the land or in the royalties or any sum due under this lease shall be binding on the Lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any

Oil & Gas Lease – Page 2

deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner and, whichever is appropriate, together will all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to Lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, personal representative, executor, or heir of Lessor.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the Lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens, existing, levied, or assessed on or against the above described lands and, in event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, and royalty accruing hereunder.

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, within the same section, owned by the same family, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and then into a unit or units not exceeding 40 acres each in the event of an oil 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 lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. When determining acreage held by this lease, only the quarter section in which the well is located will be considered held as well as any pooled acreage in the adjoining quarter section, not to exceed 20 acres In lieu of the royalties elsewhere herein specified, lessor shall receive on production for 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.

This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said Lessor and Lessee. IN WITNESS WHEREOF, we sign the day and year first above written.

Jon J. Edwards, Turster i J. Edwards, Truster

STATE OF KANSAS COUNTY OF Logan

BE IT REMEMBERED, that on this 20th day of September , 2011, before me, the undersigned, a notary public in and for the County and State aforesaid, came Lori J. Edwards, Trustee of the Gayle L. Mollenkamp Living Trust DTD 2/04/95 & Marilyn L. Mollenkamp Irrevocable Trust DTD 2/04/95, who is personally known to me to be the same person(s) who executed the foregoing document, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Notary Public

My commission expires: 03-08-2014 State of Kansas SS Logan County Filed For Recor erman Register of Deeds



David P. Lamb Notary Public State of Kansas My App. Exp. STATE OF KANSAS

MICROFILMED -INDEXED -

Oil & Gas Lease Addendum Part A Gayle L. Mollenkamp Living Trust DTD 2/04/95 & Marilyn L. Mollenkamp Irrevocable Trust DTD 2/04/95 Gayle L. Mollenkamp & Lori J. Edwards; Trustees

The Oil & Gas Lease, by and between Gayle L. Mollenkamp Living Trust DTD 2/04/95 & Marilyn L. Mollenkamp Irrevocable Trust DTD 2/04/95; Gayle L. Mollenkamp &/or Lori J. Edwards, Trustees, party of the first part, hereinafter called lessor and K. & B. Norton Oil & Investments, L.L.C., party of the second part, hereinafter called lessee; dated September 9, 2011, shall include all those certain tracts of land situated in the County of Logan, State of Kansas, described as follows to wit:

- 1) The West Half (W/2) Of Section <u>4</u> (Four), Township <u>15</u> (Fifteen) South, Range <u>35</u> (Thirty-Five) West, and containing 320 acres more or less.
- The Northwest Quarter (NW/4) Of Section <u>5</u> (Five), Township <u>15</u> (Fifteen) South, Range <u>35</u> (Thirty-Five) West, and containing 160 acres more or less.
- All Of Section <u>6</u> (Six), Township <u>15</u> (Fifteen) South, Range <u>35</u> (Thirty-Five) West, and containing 640 acres more or less.
- 4) The Northwest Quarter (NW/4) & The Southeast Quarter (SE/4) Of Section 7 (Seven), Township 15 (Fifteen) South, Range 35 (Thirty-Five) West, and containing 320 acres more or less.
- 5) The North Half (N/2) & The Southwest Quarter (SW/4) Of Section <u>8</u> (Eight), Township <u>15</u> (Fifteen) South, Range <u>35</u> (Thirty-Five) West, and containing 480 acres more or less.
- 6) The Northeast Quarter (NE/4) Of Section <u>18</u> (Eighteen), Township <u>15</u> (Fifteen) South, Range <u>35</u> (Thirty-Five) West, and containing 160 acres more or less.
- 7) All Of Section <u>31</u> (Six), Township <u>14</u> (Fourteen) South, Range <u>35</u> (Thirty-Five) West, less a small acreage plot that includes the homestead of Keith & Lori Edwards, and containing 640 acres more or less.

Total Acres Included In This Lease Agreement-2,720.

It is agreed by and between the parties hereto that this lease is, in effect, a separate 160 acre lease for each of the quarter sections found in the above described acreage. It is further agreed a one year extension may be granted to Lessee at a cost of \$10.00 per acre to extend said Oil & Gas Lease for the additional one year term. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said Lessor and Lessee. IN WITNESS WHEREOF, we sign the day and year first above written.

Edwards, Truster X Lori J. Edwards, Trustee

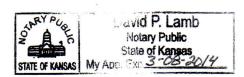
STATE OF KANSAS COUNTY OF Logan

BE IT REMEMBERED, that on this 20th day of <u>September</u>, 2011, before me, the undersigned, a notary public in and for the County and State aforesaid, came Lori J. Edwards, Trustee, Gayle L. <u>Mollenkamp Living Trust DTD 2/04/95 & Marilyn L. Mollenkamp Irrevocable Trust DTD 2/04/95</u>, who are personally known to me to be the same persons who executed the foregoing document, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Notary Public

My commission expires: 03-08-2014



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: K. & B. Norton Oil	
Lease: Mollenkamp	
Well Number: 1	
Field: Wildcat	

Number of Acres attributable to well: 160				
QTR/QTR/QTR/QTR of acreage:	NE	- SE	- SE	_

Location of	Well: County: Log	an		
1,020		_ feet from 🔲 N / 🗙 S Line of Section		
490		_ feet from 🔀 E / 🔲 W Line of Section		
Sec. 7	Twp. 15	S. R. <u>35</u> E 🛛 W		
Is Section:	Regular or	Irregular Irregular		
If Section is Irregular. locate well from nearest corner boundary.				

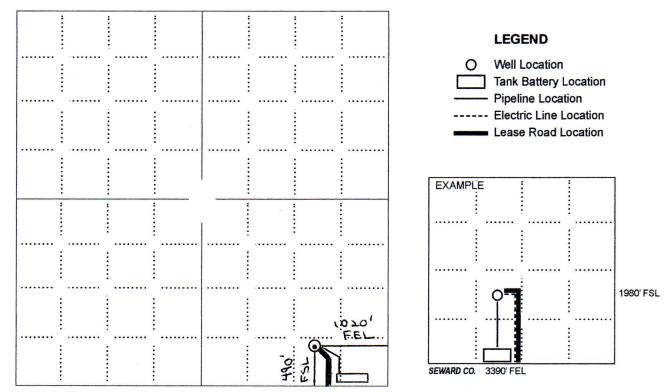
NE NW SE

SW

PLAT

Section corner used:

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).
- 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.

Conservation Division Finney State Office Building 130 S. Market, Rm. 2078 Wichita, KS 67202-3802 Kansas Corporation Commission

Phone: 316-337-6200 Fax: 316-337-6211 http://kcc.ks.gov/

Mark Sievers, Chairman Ward Loyd, Commissioner Thomas E. Wright, Commissioner Sam Brownback, Governor

May 22, 2012

Ken Norton K & B Norton Oil & Investments, LLC 1209 W. Park Grove Dr. MANHATTAN, KS 66503-2469

Re: Drilling Pit Application Mollenkamp 1 SE/4 Sec.07-15S-35W Logan County, Kansas

Dear Ken Norton:

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.

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.