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

1084074

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

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, MUST be submitted with this form.

Expected Spud Date:	Spot Description:
month day year OPERATOR: License#	
Address 1:	Is SECTION: Regular Irregular?
Address 2:	(Note: Locate well on the Section Plat on reverse side)
City: State: Zip: +	County:
Contact Person: Phone:	Lease Name: Well #: Field Name:
CONTRACTOR: License# Name:	Is this a Prorated / Spaced Field? Yes No 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: Other Other If OWWO: old well information as follows: Operator: Well Name: Original Total Depth: Original Total Depth:	Nearest Lease or unit boundary line (in footage):
Directional, Deviated or Horizontal wellbore? Yes No If Yes, true vertical depth:	Water Source for Drilling Operations:
KCC DKT #:	(Note: Apply for Permit with DWR) Will Cores be taken? Yes No 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: (This authorization void if drilling not started within 12	
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



For KCC Use ONLY

API # 15 - ____

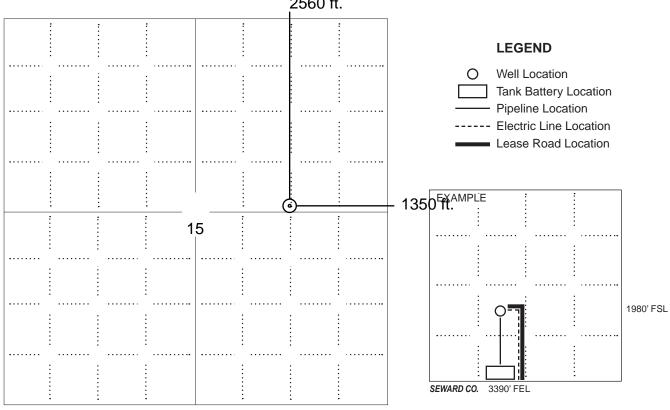
IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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. 2560 ft.



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.

Side Two



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

1084074

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:	Pit is:		···	
Emergency Pit Burn Pit	Proposed	Existing	SecTwpR East West	
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:		Feet from East / West Line of Section	
		(bbls)	County	
Is the pit located in a Sensitive Ground Water Ar	rea? Yes N	10	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)	
Is the bottom below ground level?	Artificial Liner?	o	How is the pit lined if a plastic liner is not used?	
Pit dimensions (all but working pits):	Length (feet	t)	Width (feet)N/A: Steel Pits	
Depth from	m ground level to deep	pest point:	(feet) No Pit	
If the pit is lined give a brief description of the lir material, thickness and installation procedure.	ier		dures for periodic maintenance and determining cluding any special monitoring.	
Distance to nearest water well within one-mile o	f pit:	Depth to shallow Source of inform	vest fresh water feet. nation:	
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 ONLY:	
Producing Formation:		Type of material	utilized in drilling/workover:	
Number of producing wells on lease:		Number of work	ing pits to be utilized:	
Barrels of fluid produced daily:		Abandonment p	procedure:	
Does the slope from the tank battery allow all sp flow into the pit? Yes No	illed fluids to	Drill pits must be closed within 365 days of spud date.		
Submitted Electronically			· · · · · · · ·	
	KCC C	OFFICE USE ON	NLY	
Date Received: Permit Numb	er:	Permit	Date: Lease Inspection: Yes No	

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



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1084074

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
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:+	

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:

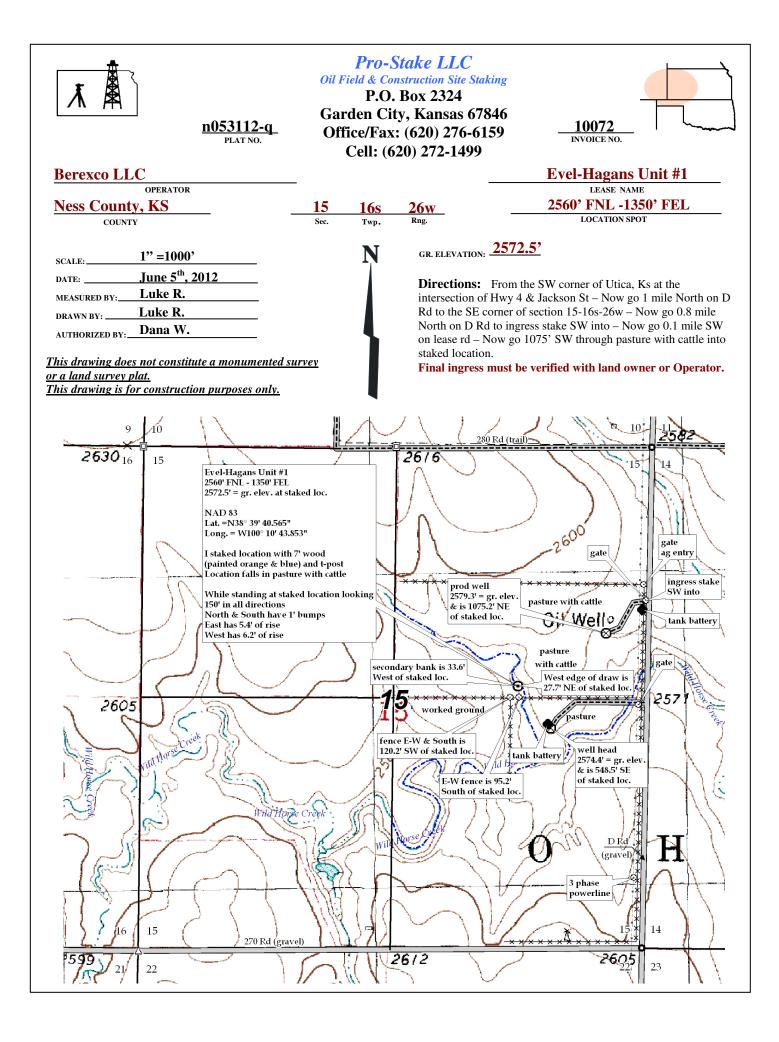
- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this 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.

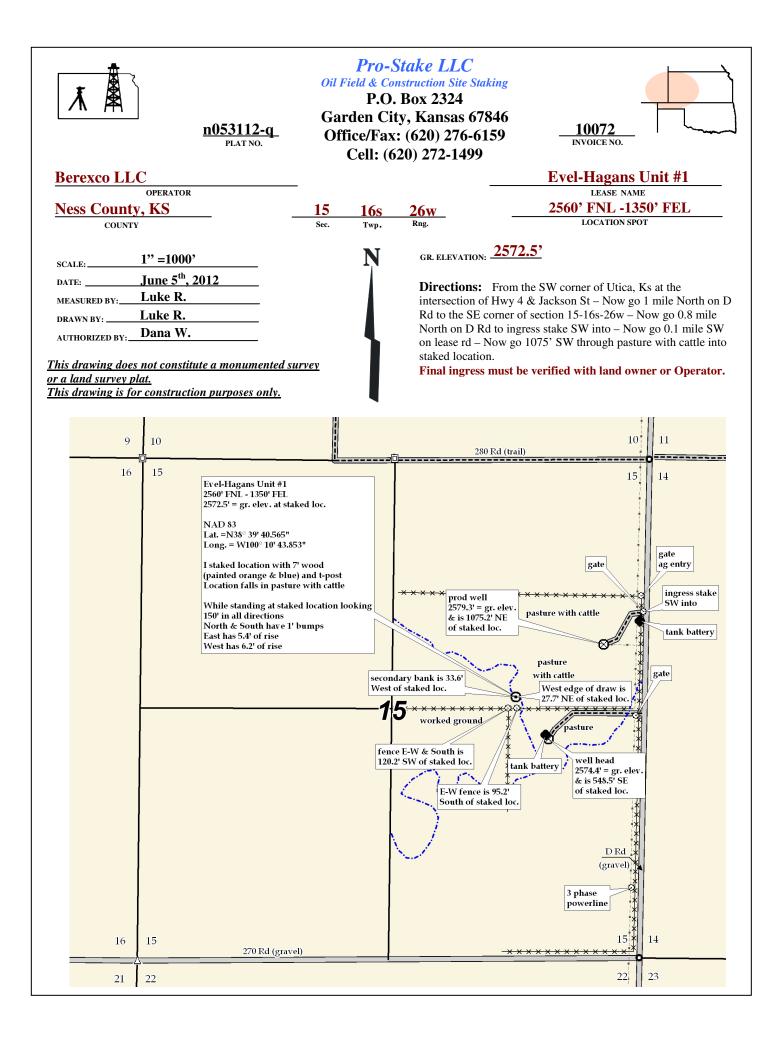
If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

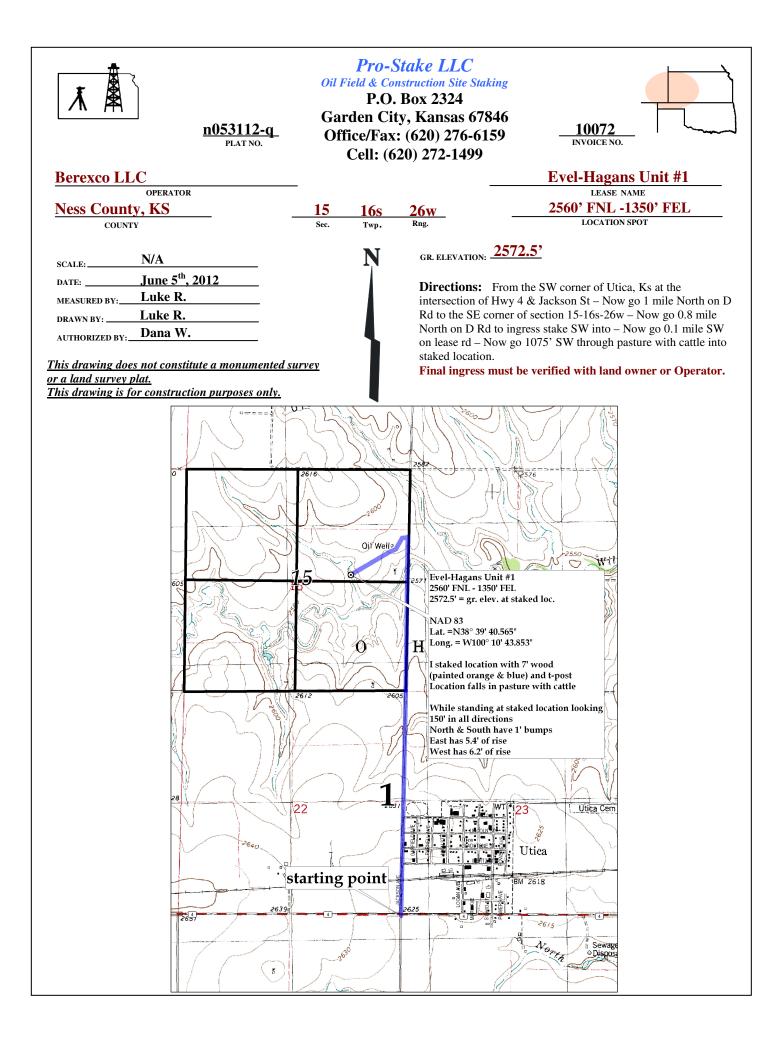
Submitted Electronically

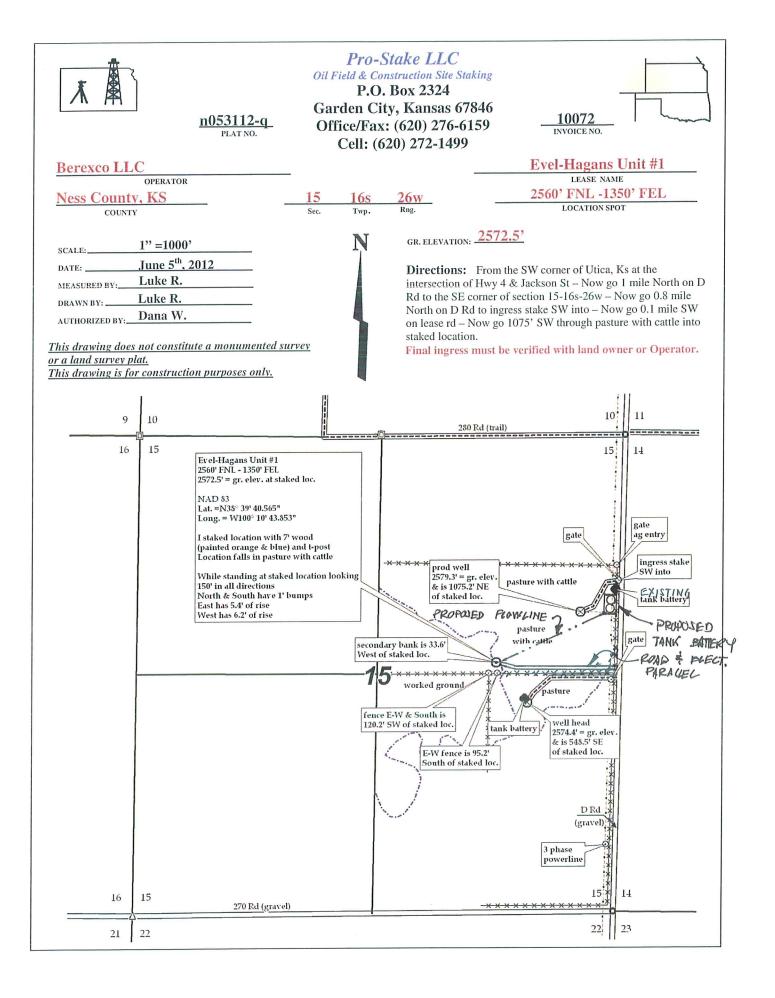
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63U ()	R'S SPECIAL) (PAIL	D-UP)				Reorder No.	K	P.O. Box 793 Wichita KS, 67201-0793
	Rev. 1993)		OIL AND	GAS LEA	SE	09-115	Benerality	1-888-4KSBLUE 1-316-264-9344 Wichta 1-316-264-5165 (ax www.kbp.com + kbp@kbp.com
AGREEMENT, Mac	le and entered into the	8th		August		1 		2006
by and between		Glenr	Hagans,	·a single p	erson			
	•							
whose mailing address is	137 North	Powers	3 Utica	a, Kansas 6	7584			
and	Palomino	Petrole				hereinafter	called Lesso:	r (whether one or more)
							h	ereinafter caller Lessee
Lessor, in considerati s here acknowledged and of of investigating, exploring b	on of	Or ovided and of	the and More	2 lerree herein contale	Dollars (\$	e (1.00)) in hand	paid, receipt of which
constituent products. injectin	19 925 water other flui	ds and alc inte	a subsurface strate l	avias also listering for	and producing on,	inquia nyarocarb	ons, all gase	es, and their respective
and things thereon to produc products manufactured there therein situated in County of	from, and housing and	otherwise car	ing for its employee:	s, the following describe	d land together wi	es and their respe	ctive constitu	uent products and other
dierein situztea in County of	Neb	2		State of	Kansas		desc	ribed as follows to-wit:
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in Section	, Township		, Range	, and	containing	160	acr	es, more or less, and al
Subject to the provis as oil, liquid hydrocarbons, s	ions herein contained, gas or other respective o	this lease shal constituent pro	ll remain in force for oducts, or any of the	a term of <u>Three</u> m, is produced from said	(3) d land or land with	s date (called "pri which said land i	mary term") a pooled	, and as long thereafter
1st. To deliver to th	he premises the said le	ssee covenants	s and agrees:	essee may connect wells				
2nd. To pay lessor	for gas of whatapever	nature or kind	produced and cold	on used a CC at a set it				
premises, or in the manufac is royalty One Dollar (\$1.00	ture of products therefr	om anid new	no event more than	one-eighth (w) of the pi	roceeds received by	lessee from such	sales), for th	he gas sold, used off the
This lease may be n	naintained during the	primary term	hereof without furth					
ound in paying quantities, t	his lease shall continue	e and be in for	ce with like effect as	if such well had been c	easonable diligence completed within the	and dispatch, and term of years fir	d if oil or ga st mentioned	s, or either of them, be l.
in the pr	oportion which lessor B	milerest beure	to the whole and ur	re and undivided fee sindivided fee.				vided for shall be paid
Lessee shall have the	e right to use, free of co	est, gas, oil and	d water produced on					
When requested by le	essor, lessee shall bury	lessee's pipe li	ines below plow dept	said land for lessee's op h.		cept water from th	ne wells of le	880r.
No well shall be drill Lessee shall pay for	essor, lessee shall bury ed nearer than 200 feet damages caused by less	lessee's pipe li t to the house see's operation	ines below plow dept or barn now on said is to growing crops o	h. premises without writte on said land,	en consent of lessor.			880r.
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AMENDMENT TO OIL AND GAS LEASE

State:	KANSAS
County:	NESS
Lessor:	Alice M. Anton and Benjamin C. Evel
Lessee:	Adolph Beren, H. H. Beren and L. H. Beren, d/b/a Okmar Oil
	Company, a co-partnership
Operator:	Berexco LLC
Effective Date:	February 6, 1976

On February 6, 1976, Casper Evel and Alberta Rhea Evel, husband and wife granted to Lessee, named above, an oil and gas lease (the "Lease") recorded in Book 117 at Page 499 of the records of Ness County, Kansas, on the following lands located in said county and state (the "Lands"):

Township 16 South, Range 26 West Section 15: Northeast Quarter (NE¹/₄)

Paragraph 5 of the Lease grants Lessee the authority to pool and/or unitize the Lands with other lands only as to the gas rights thereunder (excluding casinghead gas produced from oil wells).

For the consideration received by Lessor on executing the Lease, and the benefits to be derived, Lessor hereby amends the Lease to add the following paragraph:

"18. To properly develop and operate said leased premises so as to promote the conservation of oil in and under and that may be produced from said premises, Lessee, at its option, is hereby given the right and power to pool or combine a portion of acreage covered by this lease with other land, lease or leases, as to all strata, or any stratum or strata, as to oil rights only, to form either or both of the units being comprised of the following acreage:

(a) the south 370' of the South Half of the Southwest Quarter of the Southeast Quarter (S½SW¼SE½) of Section 10 and the north 370' of the North Half of the Northwest Quarter of the Northeast Quarter (N½NW¼NE¼) of Section 15, all in Township 16 South, Range 26 West, containing 22.42 acres, more or less; and

(b) the south 410' of the Southeast Quarter of the Southwest Quarter of the Northeast Quarter (SE¼SW¼NE¼); the south 410' of the Southwest Quarter of the Southeast Quarter of the Northeast Quarter (SW¼SE¼NE¼); the north 410' of the Northeast Quarter of the Northwest Quarter of the Southeast Quarter (NE¼NW¼SE¼); and the north 410' of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter (NW¼NE¼SE¼) of Section 15, Township 16 South, Range 26 West, containing 24.85 acres, more or less;

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 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. 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."

In all other respects the Lease remains unchanged. By executing this Amendment, Lessor acknowledges that the Lease is in full force and effect, and ratifies the Lease as to all its terms including those contained in this Amendment to Oil and Gas Lease.

This Amendment may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all such counterparts shall constitute but one Amendment to Oil and Gas Lease. Signature and acknowledgment pages of all counterparts may all be attached to one counterpart for recording purposes.

This Amendment to Oil and Gas Lease is executed by Lessor as of the date of the acknowledgment below, but the Amendment to Oil and Gas Lease shall be deemed effective for all purposes as of the Effective Date stated above.



Restance Con Evel, Power of Attorney

Denfrence Benjamin C. Evel

State of Kansas - Ness County Book: 352 Page: 349 Receipt #: 13538 Recording Fee: \$12.00 Pages Recorded: 2 Cashier Initials: MH

Date Recorded: 4/23/2012 2:00:00 PM

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STATE OF KANSAS

COUNTY OF NESS

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____ day of April, 2012, personally appeared Benjamin C. Evel, as Power of Attorney on behalf of Alice M. Anton, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires: 	ROTARY PUBLIC-State of Ker CINDY L. VOGF1	4	Ludy Llogel
	I WY APPL EXP	Printed Name:	(Notary Public (Incus) L. Vogel

STATE OF KANSAS

COUNTY OF NESS

Before me, the undersigned, a Notary Public, within and for said county and state, on this $\underbrace{11}_{i}$ day of April, 2012, personally appeared **Benjamin C. Evel**, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

NOTARY PUBLIC-State of Kenses CINDY L. VOSEL	Notery Public
Му Аррі. Екр политически проведени проведени проведени	nted Name: CIRdy L. Vogel

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

June 13, 2012

Bruce Meyer BEREXCO LLC 2020 N. BRAMBLEWOOD WICHITA, KS 67206-1094

Re: Drilling Pit Application Evel-Hagans Unit 1 NE/4 Sec.15-16S-26W Ness County, Kansas

Dear Bruce Meyer:

District staff has inspected the above referenced location and has determined 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 as soon as the Hutchinson Salt section has been drilled through and displacement of the fluids into the reserve pit has occurred. The fluids should be removed again within 96 hours 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 (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.