



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

KANSAS CORPORATION COMMISSION 1094972
 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

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: _____
 month day year

OPERATOR: License# _____
 Name: _____
 Address 1: _____
 Address 2: _____
 City: _____ State: _____ Zip: _____ + _____
 Contact Person: _____
 Phone: _____
 CONTRACTOR: License# _____
 Name: _____

Well Drilled For:	Well Class:	Type Equipment:
<input type="checkbox"/> Oil	<input type="checkbox"/> Enh Rec	<input type="checkbox"/> Infield
<input type="checkbox"/> Gas	<input type="checkbox"/> Storage	<input type="checkbox"/> Pool Ext.
	<input type="checkbox"/> Disposal	<input type="checkbox"/> Wildcat
<input type="checkbox"/> Seismic ; _____ # of Holes	<input type="checkbox"/> Other	<input type="checkbox"/> Mud Rotary
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Air Rotary
		<input type="checkbox"/> Cable
<input type="checkbox"/> If OWWO: old well information as follows:		

Operator: _____
 Well Name: _____
 Original Completion Date: _____ Original Total Depth: _____

Directional, Deviated or Horizontal wellbore? Yes No
 If Yes, true vertical depth: _____
 Bottom Hole Location: _____
 KCC DKT #: _____

Spot Description: _____
 _____ - _____ - _____ Sec. _____ Twp. _____ S. R. _____ E W
 (Q/Q/Q/Q) _____ feet from N / S Line of Section
 _____ feet from E / W Line of Section
 Is SECTION: Regular Irregular?
 (Note: Locate well on the Section Plat on reverse side)

County: _____
 Lease Name: _____ Well #: _____
 Field Name: _____
 Is this a Prorated / Spaced Field? Yes No
 Target Formation(s): _____
 Nearest Lease or unit boundary line (in footage): _____
 Ground Surface Elevation: _____ feet MSL
 Water well within one-quarter mile: Yes No
 Public water supply well within one mile: Yes No
 Depth to bottom of fresh water: _____
 Depth to bottom of usable water: _____
 Surface Pipe by Alternate: I II
 Length of Surface Pipe Planned to be set: _____
 Length of Conductor Pipe (if any): _____
 Projected Total Depth: _____
 Formation at Total Depth: _____
 Water Source for Drilling Operations:
 Well Farm Pond Other: _____
 DWR Permit #: _____
 (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 Electronically

<p>For KCC Use ONLY</p> <p>API # 15 - _____</p> <p>Conductor pipe required _____ feet</p> <p>Minimum surface pipe required _____ feet per ALT. <input type="checkbox"/> I <input type="checkbox"/> II</p> <p>Approved by: _____</p> <p>This authorization expires: _____ (This authorization void if drilling not started within 12 months of approval date.)</p> <p>Spud date: _____ Agent: _____</p>

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: _____

E
 W



1094972

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: _____

Lease: _____

Well Number: _____

Field: _____

Number of Acres attributable to well: _____

QTR/QTR/QTR/QTR of acreage: _____ - _____ - _____ - _____

Location of Well: County: _____

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Sec. _____ Twp. _____ S. R. _____ E W

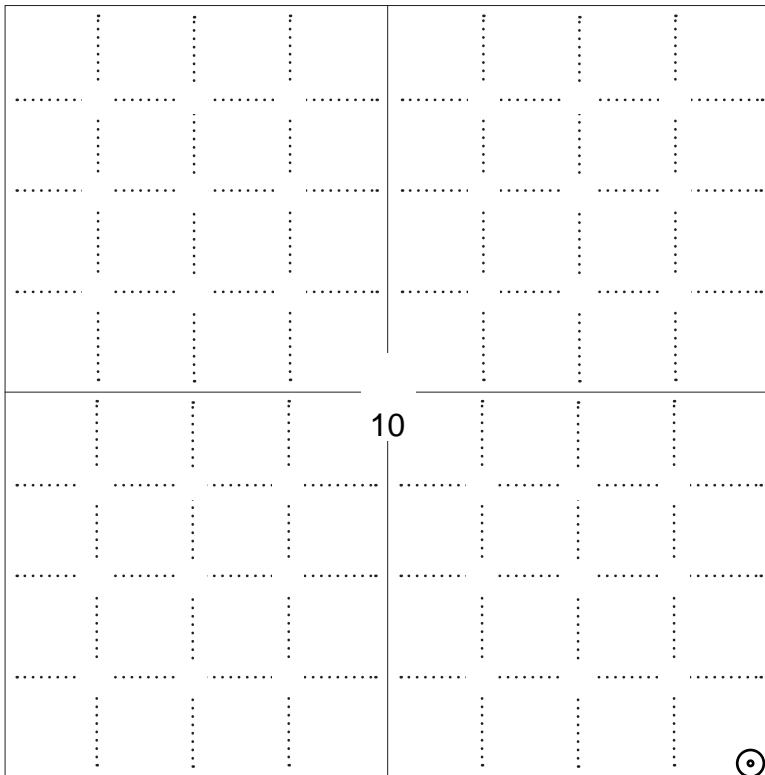
Is Section: Regular or Irregular

If Section is Irregular, locate well from nearest corner boundary.

Section corner used: NE NW SE SW

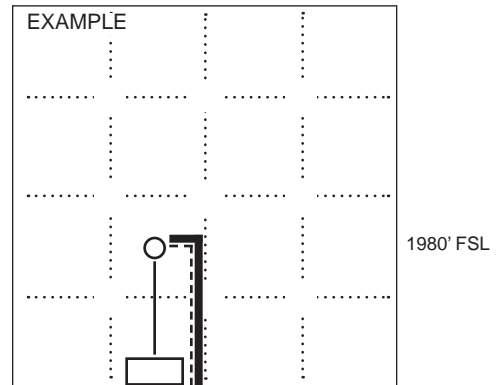
PLAT

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.



LEGEND

- Well Location
- Tank Battery Location
- Pipeline Location
- Electric Line Location
- Lease Road Location



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

150 ft.

100 ft.

In plotting the proposed location of the well, you must show:

1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
3. The distance to the nearest lease or unit boundary line (in footage).
4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).
5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.



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: <input type="checkbox"/> Emergency Pit <input type="checkbox"/> Burn Pit <input type="checkbox"/> Settling Pit <input type="checkbox"/> Drilling Pit <input type="checkbox"/> Workover Pit <input type="checkbox"/> Haul-Off Pit <i>(If WP Supply API No. or Year Drilled)</i>		Pit is: <input type="checkbox"/> Proposed <input type="checkbox"/> Existing If Existing, date constructed: _____ Pit capacity: _____ (bbls)	
Is the pit located in a Sensitive Ground Water Area? <input type="checkbox"/> Yes <input type="checkbox"/> No		Chloride concentration: _____ mg/l <i>(For Emergency Pits and Settling Pits only)</i>	
Is the bottom below ground level? <input type="checkbox"/> Yes <input type="checkbox"/> No		Artificial Liner? <input type="checkbox"/> Yes <input type="checkbox"/> No	
How is the pit lined if a plastic liner is not used?			
Pit dimensions (all but working pits): _____ Length (feet) _____ Width (feet) <input type="checkbox"/> N/A: Steel Pits Depth from ground level to deepest point: _____ (feet) <input type="checkbox"/> No Pit			
If the pit is lined give a brief description of the liner material, thickness and installation procedure.		Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring.	
Distance to nearest water well within one-mile of pit: _____ feet Depth of water well _____ feet		Depth to shallowest fresh water _____ feet. Source of information: <input type="checkbox"/> measured <input type="checkbox"/> well owner <input type="checkbox"/> electric log <input type="checkbox"/> 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 spilled fluids to flow into the pit? <input type="checkbox"/> Yes <input type="checkbox"/> No		Drilling, Workover and Haul-Off Pits ONLY: Type of material utilized in drilling/workover: _____ Number of working pits to be utilized: _____ Abandonment procedure: _____ _____ Drill pits must be closed within 365 days of spud date.	
<p>Submitted Electronically</p>			

KCC OFFICE USE ONLY

Liner Steel Pit RFAC RFAS

Date Received: _____ Permit Number: _____ Permit Date: _____ Lease Inspection: Yes No



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 # _____
Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____
Contact Person: _____
Phone: (_____) _____ Fax: (_____) _____
Email Address: _____

Well Location:
____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West
County: _____
Lease Name: _____ Well #: _____

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

Surface Owner Information:

Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____

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.

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.

I Submitted Electronically

I

1503589

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OIL AND GAS LEASE.

THIS AGREEMENT, Made and entered into this 1st day of June 1915 by and between HENRY MOYLE and JOSEPHINE MOYLE husband and wife Butler County, Kansas, parties of the first part and the CENTRAL OIL & GAS COMPANY composed of HENRY MOYLE, J. W. MOYLE, M. T. MOYLE, W. H. MOYLE, A. W. SKAER, R. Y. ALEXANDER party of the second part.

Witnesseth that the said parties of the first part for and in consideration of the sum of ONE DOLLAR IN HAND paid, the receipt of which is hereby acknowledged and other valuable consideration hereinafter set forth do hereby grant demise lease and let unto the said party of the second part its successors or assigns for the sole purpose of drilling and operating for oil or gas or other minerals the following described real estate situate in the County of Butler State of Kansas, to-wit:

THE North West Quarter of Section Fourteen, and South East Quarter of Section Ten in Township Twenty eight (28) South in Range Four East of the 6th M.

To have and to hold the same for the term of FIVE YEARS from the date hereof as much longer as oil or gas of commercial value is being found or produced thereon with the full and exclusive right power and authority to the party of the second part to enter upon the above described land and drill or bore for oil or gas take into or remove from said land the machinery appliances and equipment necessary for the prosecution of said work to erect all necessary building on said land and shall have full right and privilege to use water free of charge from said premises for drilling and operating thereon avoiding however as far as practicable damage to growing crops but in case of such damage to pay for same as may be mutually agreed upon or determined by appraisers

In consideration of the premises the party of the second part agrees to pay as a royalty to the parties of the first part the sum of one eighth part of all oil produced and saved from said premises to be delivered to the parties of the first part in tanks or pipe lines and for each gas well said second party shall pay said first parties the sum of TWO HUNDRED and no/100 Dollars per year payable semi-annually from the time when first used.

All payments as above provided may be made by sending checks by mail to the parties personally to POST OFFICE address at Andata, Kansas.

First parties to have gas free of charge for domestic uses on the above described land to be taken at said wells so discovered and utilized. Second party to have so much gas free of royalty as may be necessary for operating and drilling on said land.

It is further mutually agreed by and between the parties hereto that said party of the second part shall complete a well under this grant conveyance lease on or before the 1st day of June 1916 by drilling for oil or gas thereon.

It is further mutually agreed that if said party of the second part fails to complete said well within the time specified shall pay to said parties of the first part the sum of TWO DOLLARS per acre per year, the same to be paid quarterly. in advance, in the manner above provided it being specifically agreed and understood however that when a well or wells are sunk royalties shall be paid as herein agreed and all cash rentals shall cease.

The failure of said second party to complete said well or make said payments as above set forth shall terminate this lease and the same shall become null and void and either of said parties shall have the right to cancel this grant and conveyance by giving the other party 30 days notice in writing, election so to do and by paying or tendering the sum of ONE DOLLAR and releasing this grant or conveyance of record.

In consideration of the premises the parties of the first part hereby give and grant to the party of the second part, the exclusive right and privilege to lay maintain and use pipe lines for gas water and oil upon over and across said lands said pipe lines to be laid at least 12 inches under the farming lands, unless otherwise mutually agreed upon.

Witness our hands and seals the day and year last above written. In the presence of.

Henry Moyle
Josephine Moyle

49 Continued.

Acknowledged June 2nd 1916 before R. A. Cox Notary Public
(SEAL:) Butler County, Kansas.

Filed for record June 2nd 1916 and recorded in Volume Misc S
at page 521 of the records of Butler County, Kansas.

On the Margin of the Record is, in words and figures as follows:
Assignment of this Lease recorded Vol "T" page 325.
Affidavit regarding this lease recorded Misc 38 page 502
Assignment of this lease recorded Misc 50 page 33
Assignment of this lease recorded Misc 50 page 435

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C O N T R A C T

THIS CONTRACT AND AGREEMENT, Made and entered into this 3rd day of May 1916, by and between the Central Oil & Gas Company, co-partnership composed of Henry Moyle, John Moyle, M. T. Moyle, Harry Moyle, A. W. Skaer and R. Y. Alexander, of Augusta, Kansas, parties of the first part, and The Manufacturers Oil & Gas Company, a corporation, organized and existing under the laws of the State of Kansas, party of the second part;
WITNESSETH: That whereas, the parties of the first part have heretofore entered into a certain written contract bearing date of April 30th, 1915, with Walter Hennig, for the sale and purchase of natural gas from certain lands situate in the Augusta Oil and Gas Field, said lands being more specifically described as follows:

The Southeast Quarter
($\frac{1}{4}$) of Section Ten (10) The North West Quarter ($\frac{1}{4}$) of Section Fourteen
(14) All in Township Twenty-eight (28) South, range Four (4) East,
Butler County, Kansas.

And Whereas, the said Walter Hennig did on the 20th day of August 1915, assign all of his right, title and interest in the said contract to the second party hereto;

WHEREAS, under the terms and conditions of said contract, the party of the first part has drilled certain gas wells on the above described lands, at a cost which is agreed by both first and second parties, to be by Thirty Thousand Dollars (\$30,000.00) and

WHEREAS, the said second party has paid to the first part the sum of Eleven Thousand Three hundred Dollars (\$11,300.00) as payments for delay in marketing gas developed by party of the first part; and

WHEREAS, the party of the second part has abandoned its project of building a gas line to Wichita, but proposes instead to construct a line for the delivery and sale of natural gas from drilling wells and for manufacturing purposes locally, in the Augusta field.

NOW, THEREFORE, the aforesaid agreements are mutually entered into: The party of the second part, as a condition for the cancellation of contract aforesaid, agrees to at once commence the construction of a line for the delivery of gas to drilling wells, said line to be constructed and operated entirely at the expense of the party of the second part.

The party of the first part agrees to furnish gas for the operation of said line from the wells drilled by them, on the lands above described as long as the operation of said line shall be mutually profitable.

It is mutually understood and agreed that the party of the second part is and shall remain the sole owner of the pipe line, and shall operate the same at its own expense, and shall pay to the first party, the entire gross receipts of said gas line until such receipt shall equal the cost incurred by the first party in drilling the gas wells now on said lands, less the amount of Eleven Thousand Three Hundred Dollars (\$11,300.00) heretofore paid to the party of the first part, by the party of the second part, which said amount is agreed by both first and second parties, is Eighteen Thousand Seven Hundred (\$18,700.00)

After the said sum of Eighteen Thousand Seven Hundred Dollars (\$18,700.00) shall have been received by the first party, as above provided, the receipts of sale of gas shall be divided as follows: Sixty per cent (60%) of the gross receipts to the first party, and forty (40%) per cent to the second party, out of which forty per cent (40%) the second party shall pay all operation expenses of said line.

50 Continued.

It is understood and agreed that if the gas at the present time being produced from the lands above described, shall be insufficient to supply the gas line of second party, then the first parties shall drill additional wells to supply said gas, the cost of which shall be taken from the receipts of the first gross production after the completion of such wells, and in case first parties shall fail to drill said gas wells, second party shall have the right to drill such additional wells and take the cost thereof from the first gross production of gas from said lands after the completion of such additional wells, after which time said wells shall belong to first parties, and the income derived therefrom shall after such time, be divided as hereinbefore provided for.

The party of the second part shall continue to make such extensions to said gas line as they shall deem necessary to effect a market for the maximum amount of gas which can be furnished by the party of the first part, when it can be shown that such extension will be profitable to said second party.

It is mutually understood by the parties hereto, that in the operation of said gas line, the party of the second part find it necessary to desirable to contract for the purchase of gas from other parties it shall at all times give preference in taking gas, to the parties of the first part.

It is understood and agreed that the second party has the exclusive right to purchase all gas produced by the party of the first part on the lands above described, but the party of the first part shall have the right to use gas from said lands for the purpose of drilling additional wells.

Party of the second part shall furnish an itemized statement on or before the 10th day of each month showing the amount of gas sold during the preceding month, and settlements for all gas sold shall be made not later than the 15th day of each month, and first parties shall have access to the books and records of the second party.

The Terms and conditions of this agreement shall extend to the heirs, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, The Central Oil & Gas Company, has caused this instrument to be signed by the Company name and each partner for himself and the Manufacturers Oil and Gas Company, has caused the same to be signed by its President and attested by its secretary with its seal affixed the day and year first herein written.

The Central Oil & Gas Company
By Henry Moyle

John Moyle ✓
M. T. Moyle ✓
Harry Moyle ✓
A. W. Skaer ✓
R. Y. Alexander ✓

The Manufacturers Oil & Gas Company
By Walter Hennig, Its President
Attest: A. S. Buzzi, Its Secretary

(SEAL:)

Acknowledged June 2, 1916 as to Henry Moyle, John Moyle, M. T. Moyle, Harry Moyle, A. W. Skaer and R. Y. Alexander R. A. Cox

(SEAL:) Notary Public, Butler County, Kansas.
My commission expires January 14, 1920.

Filed for record June 2 1916 and recorded in Volume Misc S at page 514 of the records of Butler County, Kansas.

DECLARATION OF UNITIZED OPERATION

WHEREAS, Cities Service Petroleum Company, either as Lessee or by mesne assignments, is the owner of certain oil and gas leases covering the following described tracts of land in Butler County, Kansas:

W/2 SE/4, SW/4 Sec. 2; E/2, SW/4 Sec. 10; All Sec. 11; N/2 NW/4, N/2 SE/4 NW/4, W/2 SW/4 SE/4 NW/4, E/2 SE/4 SW/4 NW/4 Sec. 14; N/2 NE/4, N/2 S/2 NE/4, NW/4 Sec. 15, T-28-S, R-4-E

WHEREAS, under various dates, a Unit Agreement, Augusta Unit, Butler County, Kansas, was entered into and executed or ratified in counterpart by and between the following owners of working interest, royalty interest and overriding royalty interest under the above described Unit Area to wit:

- | | |
|--|--|
| Cities Service Petroleum Company | John Morris |
| Kathleen L. Alexander | Fanny Moyle |
| Marguerite Alexander | John W. Moyle |
| Moyle Alexander | L. Mildred Moyle |
| Robert Y. Alexander | M. T. Moyle |
| Ben A. Barteldes | Pearl Moyle |
| Stella Jean Barteldes | W. H. Moyle |
| Denzil W. Bergman | Charles Pate |
| Nancy L. Bergman | Mary J. Pate |
| Natalie Bergman | Mrs. Dorothy L. Wallace Powell |
| Virgil Bergman | Neil C. Powell |
| May Brant | Philip C. Ray |
| Orr Brant | Winifred Ray |
| Madeline Grace Davis | Byrdie Schoeb |
| Don Davis | Roy Schoeb |
| Gladys Jo Dyer | Delmer E. Shreve |
| Harry Dyer | Ella Lucille Shreve |
| Hazel A. Eldringhoff | Mary Lovicy Shreve |
| Barbara Fagan | Arthur W. Skaer, Jr. |
| Herbert M. Fuller, Jr. | D. M. Skaer |
| Nancy T. Fuller | Elizabeth P. Skaer |
| Pauline Brown Gillespie | Elsie Skaer |
| Roy A. Haines | Georgia Skaer |
| Emma S. Hazlett | Grace Moyle Skaer |
| Margaret E. Holiday | L. M. Skaer |
| Gladys House | Moyle S. Skaer |
| Harold Hyndman | Jennie H. Songer |
| Roberta Hyndman | Harvey L. Songer |
| Earl L. Kirk | H. C. Vogel |
| Mary Ann Kirk | Elma C. Wallace |
| Helen Larson | Florence Wallace |
| Raymond L. Larson | Margaret B. Wallace |
| Helen A. McCluggage | Wilfred N. Wallace |
| Helen Morgan | Raymond D. Welcher |
| Dick A. Morris | Fred J. Wilcox |
| Donald Morris, Individually and as
Guardian of the Person and Estate
of Josie Morris, an incompetent
person | Mina Wilcox
Dorothea Brown Wofford
G. Gordon Dotzour
Betty Jo Dotzour |

A copy of said Unit Agreement designated as Exhibit I is attached hereto and made a part hereof, and describing the area covered thereby.

NOW THEREFORE, Cities Service Petroleum Company, as Unit Operator, pursuant to the terms of the Unit Agreement, does hereby declare the Augusta Unit to be in effect on and after 7:00 A.M. the first day of January, 1963 as to working interest rights, royalty rights and overriding royalty rights and does hereby designate the above described lands in Butler County, Kansas as comprising the unit area of said Augusta Unit and said Augusta Unit to affect oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated constituent liquid or liquefiable hydrocarbons produced from all formations under the unit area and said Unit to be subject to the terms and provisions of the aforementioned Unit Agreement.

IN WITNESS WHEREOF, this instrument is executed this 21st day of December, 1962, by Mark F. Payton, Attorney-in-Fact for Cities Service Petroleum Company.

CITIES SERVICE PETROLEUM CO.

By Mark F. Payton
Mark F. Payton, Attorney-in-Fact

ATTORNEY-IN-FACT

STATE OF OKLAHOMA)
) SS
COUNTY OF WASHINGTON

BE IT REMEMBERED, that on this 21st day of December, 1962, before me the undersigned, a Notary Public, in and for the County and State aforesaid, came MARK F. PAYTON, Attorney-in-Fact for CITIES SERVICE PETROLEUM COMPANY, a corporation, who is personally known to me to be the same person who executed the foregoing instrument of writing as Attorney-in-Fact for said CITIES SERVICE PETROLEUM COMPANY, and such person duly acknowledged the execution of same as such Attorney-in-Fact as the act and deed of said CITIES SERVICE PETROLEUM COMPANY.

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

Mary McCarty
Notary Public

My Commission Expires:
December 12, 1964

UNIT AGREEMENT

THIS AGREEMENT, made and entered into by and between the undersigned owners of certain oil and gas rights in lands in what is known as the Augusta Unit, (a portion of the Augusta Field), Butler County, Kansas, hereinafter referred to as "Royalty Owners" and Cities Service Petroleum Company, hereinafter referred to as "Operator".

WHEREAS, Operator is the owner of certain oil and gas leases in said Augusta Unit, Butler County, Kansas, described in Exhibit "A" and outlined on the plat marked Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, Royalty Owners represent that they are the owners of all the oil, gas and other mineral rights in and under said lands described in said Exhibit "A", subject to the oil and gas leases aforesaid; and

WHEREAS, with the view of increasing the recovery of oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid or liquefiable hydrocarbons now or hereafter produced under said lands described in Exhibit "A" attached, the parties hereto desire that said lands be unitized and consolidated under the terms of said oil and gas leases into a Unit for the purpose of development and operations, including secondary recovery development and operations.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties contract and agree as follows:

1. All of said lands described in Exhibit "A" attached, insofar as the oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid or liquefiable hydrocarbons therein are concerned, and the several interests of the Royalty Owners and Operator are hereby consolidated and unitized into a Unit to be further developed and operated, including secondary recovery development and operations, as a Unit as fully as if it had been originally covered by one oil and gas lease and the Royalty Owners had owned such undivided interests in the entire area unitized hereunder and had joined in the execution of said lease as lessors; provided however, nothing contained in this agreement shall be deemed to result in the transfer of all or any part of any party's legal title in any tract to any other party.

2. Each tract in the Unit Area is listed numerically on Exhibit "A", attached hereto and made a part hereof. The participation formula, the participation factors of each tract, and each tract's percentage of participation from the Unit Area for the effective period for primary tract participation and the effective period for secondary tract participation are also shown on Exhibit "A". The primary tract participation shall be in effect for the period from 7:00 a. m. on the effective date of this Unit Agreement until 7:00 a. m. on the first day of the calendar month after 760,000 barrels of oil are produced from the original Unit Area after January 1, 1962, and thereafter the secondary tract participation shall be in effect.

3. Each of said leases as modified hereby shall be continued in force and effect so long as oil, gas, gaseous substances, sulphur contained in gas, condensate, distillate and all associated and constituent liquid or liquefiable hydrocarbons or any of them is produced from the Unit Area or operations are carried on under the terms of any of said oil and gas leases covering same. There shall be no obligation on the part of Operator to furnish or maintain separate measuring devices or storage tanks on the separate leases hereby unitized for the production from the Unit Area, and the provisions of the various leases, agreements, division and transfer orders, or other instruments covering the respective tracts or the production therefrom are amended to the extent necessary to make them conform to the provisions of this agreement, but otherwise shall remain in effect.

4. This Unit Agreement shall become effective as to those tracts where Royalty Owners owning seventy-five percent (75%) or more of the royalty interest under said tracts have executed this agreement and upon the filing of a declaration by the Operator of said Unit with the Register of Deeds of Butler County, Kansas, declaring said Unit to be in effect. Said declaration shall include a full description of the area comprising the Unit so declared effective. A copy of such declaration shall be mailed, by Operator, to the various Royalty Owners affected by said unitization at their last known mailing address. In the event Operator does not exercise its rights under the terms of this paragraph by the filing of said declaration on or before the first day of January, 1963, this agreement shall be null and void.

5. In the event a tract outside the Unit Area, which corners, adjoins or is contiguous to the Unit Area or to other acreage simultaneously to be brought into the Unit Area and has, in the opinion of Operator, been reasonably proven to be productive, Operator may agree with the owners of said tract to include all or portions thereof upon such terms and conditions as may be negotiated. The participation to be allocated to the acreage shall be reasonable, fair and based on all available information. The tract shall also qualify under Section 4. The effective date of any enlargement shall be 7:00 a.m. on the first day of the calendar month following compliance with conditions for enlargement as specified by Operator, and the filing for record of Revised Exhibits "A" and "B" with the Register of Deeds of Butler County, Kansas.

6. All the terms and provisions of this agreement are hereby expressly made subject to all valid laws, rules and regulations of any duly constituted authority having jurisdiction in the premises, and when such laws and/or rules and regulations conflict with any provision hereof, this agreement shall be considered amended thereby and as so amended shall continue in force.

7. Royalty Owners hereby grant unto Operator the right to inject into the Unitized Formations any substances in whatever amounts Operator deems expedient, including the right to place and maintain injection wells on the Unit Area and to use producing or abandoned oil or gas wells, including wells which have never been produced, for said purposes.

8. Royalty Owners, to the extent of their rights and interests, hereby grant to Operator the right to use as much of the surface of the land within the Unit Area as may be reasonably necessary for the operation and development of the Unit Area hereunder; provided, that nothing herein shall be construed as leasing or otherwise conveying to Operator a site for a water, gas injection, processing or other plant, or camp site. Operator shall have free use of water from the Unit Area for operations hereunder except water from Royalty Owners' wells, private lakes, ponds or irrigation

ditches. Operator shall pay the rightful owners for damages to growing crops, timber, fences, improvements and structures on the Unit Area resulting from operations hereunder.

9. All obligations of each party hereto, except for the payment of money, shall be suspended while said party is prevented from complying therewith, in whole or in part, by strikes, fire, war, civil disturbances, acts of God, federal, state or municipal laws, orders or regulations, inability to secure materials or other causes beyond the reasonable control of said party; provided, however, the performance shall be resumed within a reasonable time after such cause has been removed; and provided further that no party shall be required against its will to adjust or settle any labor dispute. This agreement or the leases or other interest subject thereto shall not be terminated by reason of suspension of Unit operations due to the aforesaid causes.

10. This agreement shall terminate on the cessation of all production and operations on the Unit Area. Upon termination, Operator is granted a reasonable time to remove all buildings, fixtures, structures, material, equipment and personal property of every nature placed thereon, including the right to draw and remove casing.

11. This agreement shall extend to and be binding on the parties signatory hereto, their heirs, personal representatives, successors and assigns, whether or not said agreement is executed by all Royalty Owners; and it is agreed that the provision hereof shall constitute a covenant running with the lands and leasehold estates covered hereby, and said Royalty Owners executing this agreement hereby confirm, ratify and adopt the oil and gas leases covering lands described in Exhibit "A" attached hereto, and made a part hereof.

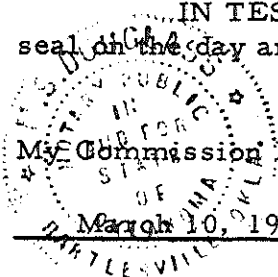
12. This agreement may be executed in counterparts and shall be binding on all parties executing any one of such counterparts to the same extent as if all of said parties had jointly executed one copy thereof. If executed in counterparts, such counterparts collectively shall constitute one agreement.

KANSAS - ATTORNEY-IN-FACT

STATE OF OKLAHOMA)
) SS
COUNTY OF WASHINGTON

BE IT REMEMBERED, that on this 3rd day of July, 1962, before me the undersigned, a Notary Public, in and for the County and State aforesaid, came Mark F. Payton, Attorney-in-Fact for Cities Service Petroleum Company, a corporation, who is personally known to me to be the same person who executed the foregoing instrument of writing as Attorney-in-Fact for said Cities Service Petroleum Company, and such person duly acknowledged the execution of same as such Attorney-in-Fact as the act and deed of said Cities Service Petroleum Company.

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



My Commission Expires:
March 10, 1964

M. S. Douglass
M. S. Douglass, Notary Public

KANSAS - CORPORATION

STATE OF _____)
) SS
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, on this _____ day of _____, 19____, personally appeared _____, to me personally known to be the identical and same person who subscribed the name of _____, one of the makers thereof to the foregoing instrument as its _____ President, and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My Commission Expires:

Notary Public

KANSAS - INDIVIDUAL

STATE OF _____)
) SS
COUNTY OF _____)

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, 19____, personally appeared _____, to me personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ 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.

My Commission Expires:

Notary Public

EXHIBIT "A"
TO
UNIT AGREEMENT
AUGUSTA UNIT
BUTLER COUNTY, KANSAS

Primary Tract Participation Formula

$$\text{Primary Tract Participation} = 90\% \frac{\text{Current Production Each Tract}}{\text{Current Production All Tracts}} +$$

$$10\% \frac{\text{Surface Acres Each Tract}}{\text{Surface Acres All Tracts}}$$

Current Production of each Tract is defined as the actual barrels of oil produced from all zones as reported by the Pipeline Purchaser during the calendar year of 1961.

Surface Acres of each Tract is defined as the number of surface acres contained in each Tract.

Secondary Tract Participation Formula

$$\text{Secondary Tract Participation} = 75\% \frac{\text{Accumulated Kansas City Oil Production Each Tract}}{\text{Accumulated Kansas City Oil Production All Tracts}} +$$

$$25\% \frac{\text{Surface Acres Each Tract}}{\text{Surface Acres All Tracts}}$$

Accumulated Kansas City Oil Production is defined as that oil production calculated from periodic well tests taken each year and an average number of producing days in each year.

Surface Acres of each Tract is defined as the number of surface acres contained in each Tract.

Tract	Description of Acreage in Tract	Tract Participation Primary	Tract Participation Secondary
1	SW/4 Sec. 2, T-28-S, R-4-E	5.21261	3.35854
2	W/2 SE/4 Sec. 2, T-28-S, R-4-E	14.29139	5.09949
3	NE/4 Sec. 10; N/2 S/2 NE/4 Sec. 15, T-28-S, R-4-E	1.14286	2.85714
4	NW/4 NW/4, NW/4 SW/4 NW/4, S/2 SW/4 NW/4 Sec. 11, T-28-S, R-4-E	.40000	1.00000
5	E/2 NW/4, NE/4 SW/4 NW/4 Sec. 11, T-28-S, R-4-E	10.46273	9.71594
6	NE/4 Sec. 11, T-28-S, R-4-E	13.91797	10.60032
7	SW/4 Sec. 10, T-28-S, R-4-E	13.55701	24.57000
8	SE/4 Sec. 10; SW/4 NW/4 NW/4, NE/4 SE/4 NW/4, W/2 SW/4 SE/4 NW/4, E/2 SE/4 SW/4 NW/4 Sec. 14; N/2 NE/4 Sec. 15, T-28-S R-4-E	27.69387	23.52277

EXHIBIT "A" (Continued)

Tract	Description of Acreage in Tract	Tract Participation Primary	Percentage Secondary
9	W/2 SW/4, SE/4 SE/4 SW/4 Sec. 11, T-28-S, R-4-E	10.63584	5.43996
10	NE/4 SW/4, N/2 SE/4 SW/4, SW/4 SE/4 SW/4 Sec. 11, T-28-S, R-4-E	.40000	5.52420
11	SE/4 Sec. 11, T-28-S, R-4-E	.91429	2.28571
12	NW/4 Sec. 15, T-28-S, R-4-E	.91428	2.28572
13	NE/4 NW/4, E/2 NW/4 NW/4, NW/4 NW/4 NW/4, NW/4 SE/4 NW/4 Sec. 14, T-28-S, R-4-E	.45715	3.74021
	Total	100.00000	100.00000

R-4-E.

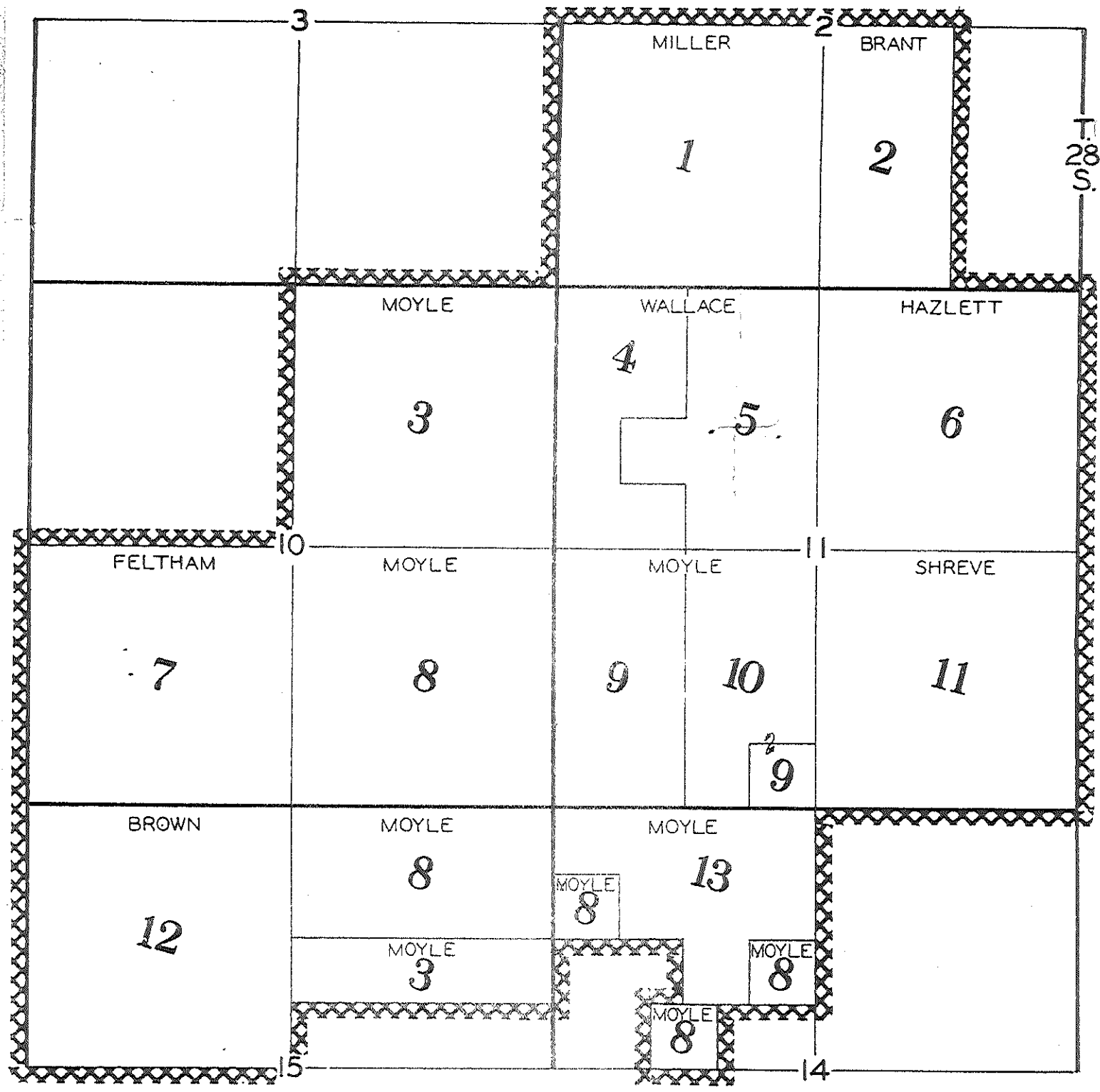


EXHIBIT "B"
 ATTACHED TO UNIT AGREEMENT
AUGUSTA UNIT
CIT. SERV. PETR. CO. - OPERATOR
 BUTLER CO., KANSAS
 SCALE: 4" = 1 MI.

STUBBINS
PIERCE, FENNER
AND SMITH
ATTORNEYS AT LAW
CHICAGO, ILL.

COMPARED
NUMERICAL
DIRECT
INDIRECT
REGISTRATION

STATE OF KANSAS, BUTLER COUNTY
This instrument was filed for record on the
22 day of December 1907
at 10:00 o'clock A.M. and duly registered
in book 356 page 97
Wm. J. Jones
REGISTER OF DEEDS
Wm. R. [Signature]

Allen [Signature]

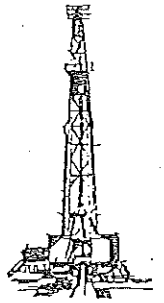


ROBERT E. MOSER, R.L.S.

Oil Field Surveying

335 N. Mission Road • Wichita, Kansas 67206

(316) 683-2853



VESS OIL CORPORATION 8-62 AUGUSTA UNIT 8-62
OPERATOR NO. FARM
BUTLER (KS) 10 2E 4E 100' FSL 100' FEL
COUNTY S T R LOCATION

INVOICE NO.

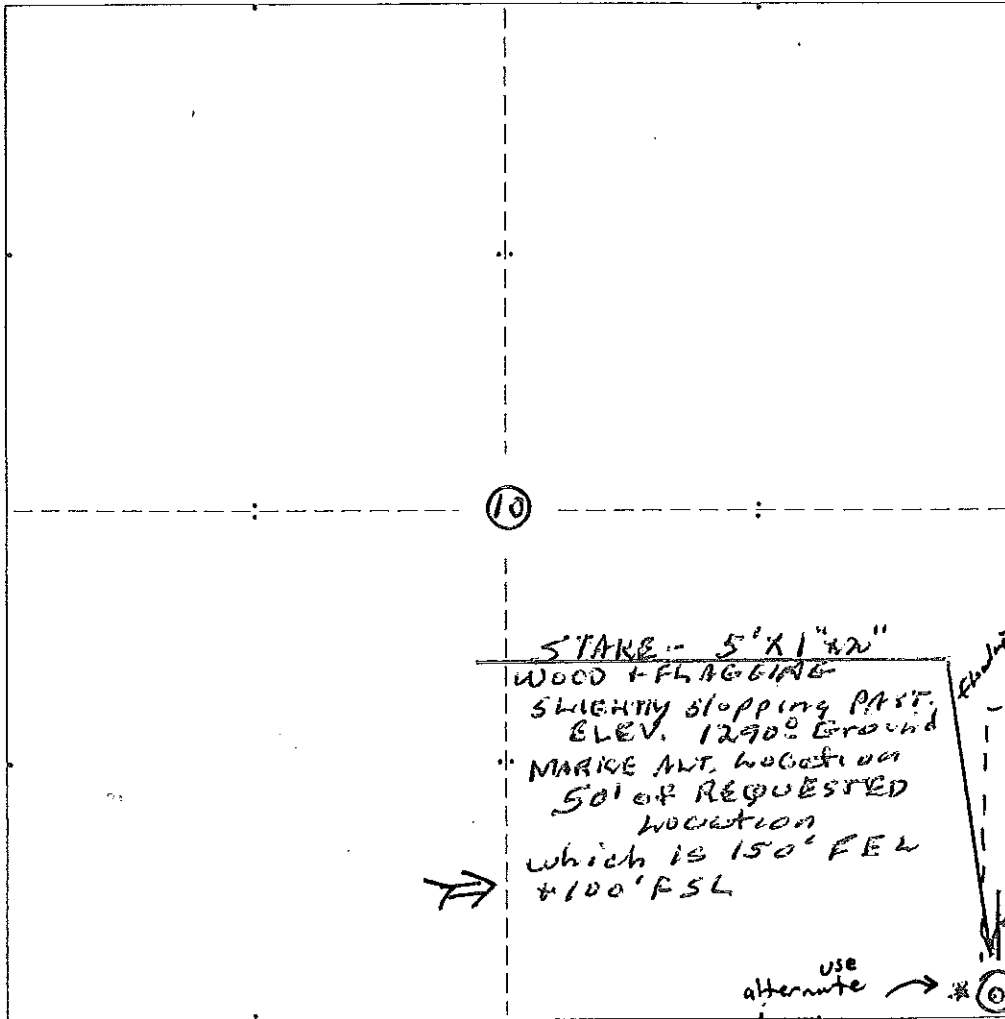
VESS OIL CORP
 8100 EAST 22ND ST. "N"
 WICHITA, KS. 67226

ELEVATION: 1290⁰ GR @ WOOD STAKE
 ALT. 1287⁶ GR @ 50' W. OF STAKE

N

AUTHORIZED BY: Mr C. COATS

SCALE: 1" = 1000'



STAKE - 5' X 1 1/2"
 WOOD + FLAGGING
 SLIGHTLY sloping PAST
 ELEV. 1290⁰ Ground
 MAKE INT. LOCATION
 SO OF REQUESTED
 LOCATION
 which is 150' FEL
 + 100' FSL

Flowline road crossing back north in center of quarter

Put in cut flag road at the road

Electric from the east overhead

use alternate stake → * (10)

Date: 9/26/12

R. E. Moser
 Surveyor: RE. MOSER RLS #3258 KS