

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

KANSAS CORPORATION COMMISSION 1094980
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"/> Seismic ; _____ # of Holes	<input type="checkbox"/> Disposal	<input type="checkbox"/> Wildcat
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other	<input type="checkbox"/> Mud Rotary
		<input type="checkbox"/> Air Rotary
		<input type="checkbox"/> Cable

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

For KCC Use ONLY
API # 15 - _____
Conductor pipe required _____ feet
Minimum surface pipe required _____ feet per ALT. I II
Approved by: _____
This authorization expires: _____
(This authorization void if drilling not started within 12 months of approval date.)
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

E
W



1094980

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

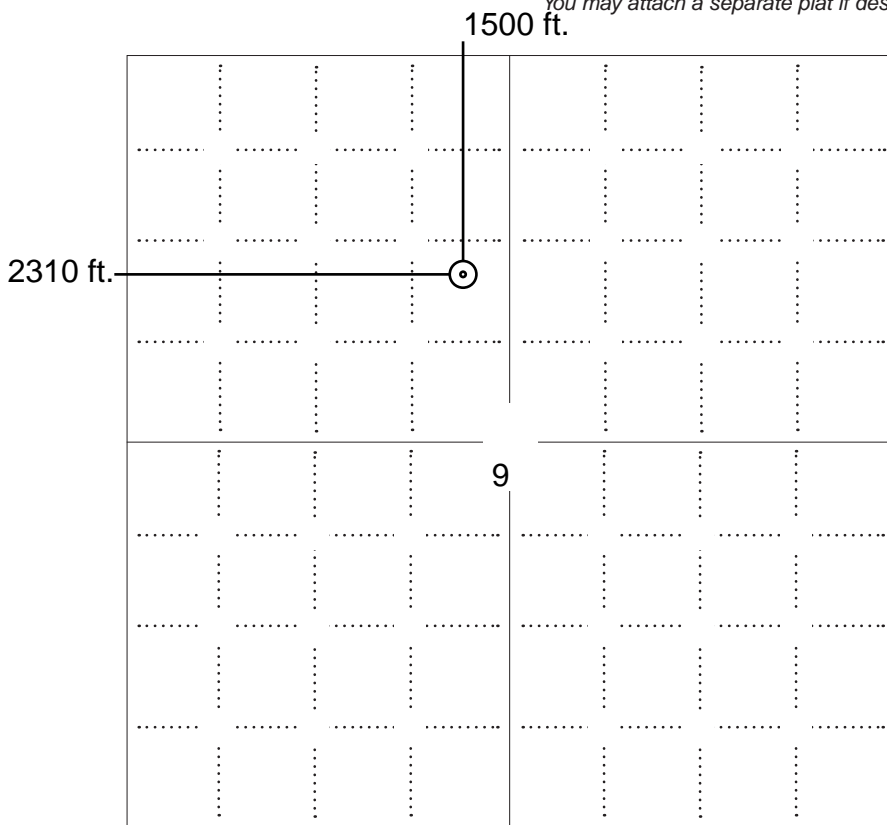
Is Section: Regular or Irregular

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.

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

STIPULATION AND AGREEMENT

THIS AGREEMENT, made and entered into this the 10th day of February ~~January~~ 1953, by and between Cities Service Oil Company, a Delaware Corporation, with offices in Bartlesville, Oklahoma, hereinafter called "LESSEE", and the other party or parties signatory hereto, whether one or more, herein designated as "LESSORS".

WITNESSETH:

WHEREAS, Lessee is the owner of valid and subsisting oil and gas mining leases covering and upon the following described land in Butler County, Kansas, to-wit:

Northeast Quarter (NE $\frac{1}{4}$) of Section 7, All of Section 8, West Half (W $\frac{1}{2}$) of Section 9, Township 25 S, Range 5E.

Said leases are herein described on Exhibit "A" hereof by showing lease date, lessor and lessee, description of acreage covered thereunder, and book and page in which recorded in the County. Said Exhibit is made a part of this agreement.

WHEREAS, it is the desire of the parties hereto to unitize all of the leases so as to more effectually operate same in secondary recovery operations in an attempt to increase the production of oil, gas and/or casinghead gas to be produced in said unitized area.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto have contracted, stipulated and agreed as follows:

1. All of said lands described in the various oil and gas leases set forth in Exhibit "A" hereof are hereby unitized and pooled into one tract or parcel or unit for the purpose of development, production, secondary recovery and other operations thereon to the end of preventing waste and to afford an opportunity of procuring the maximum recovery of the minerals embraced in said oil and gas mining leases. The area covered thereby shall be herein referred to as "Unitized Area".

2. Each of said leases shall be continued in force and effect so long as oil or gas is or can be produced in commercial quantities from any well or wells now located or hereafter drilled on any part of the unitized area. There shall be no obligation or duty on the part of Lessee to furnish or

maintain separate measuring or storage tanks on the leases comprising the unitized area, but Lessee is authorized and privileged to conduct its development, secondary operation or other operations on said unitized area as one unit to the same effect as if it had been embraced within the terms of a single lease, and such development and other operations and the production therefrom on any one of said separate leases shall be construed as if the same had been conducted or production had on each separate lease.

3. Lessee is prepared to enter into an agreement with the Texas Company covering the drilling of six water input wells along the south line of Section 8-25S-25E, and will so enter into such agreement provided this stipulation and agreement is executed by the parties hereto. A copy of said agreement is attached, marked as Exhibit "B", and made a part hereof. The undersigned royalty owner or owners and other owners, if any, in the minerals in and under said lands hereby consent, acquiesce and agree to the execution of same by the Lessee herein, and stipulate that same will be binding on each of the undersigned insofar as their interest in the minerals is concerned. Lessee is further authorized and privileged to enter into any other similar agreement with any other party or parties for the purpose of conducting secondary recovery operations on any part or all of the unitized area whether in the formation to which such secondary recovery operations are contemplated under that set forth in Exhibit "B" or any other formation.

4. Said leases in Exhibit "A" hereof, except as herein modified, and all of the terms and conditions therein contained, shall remain in full force and effect.

5. It is stipulated and agreed that each party lessor signing this agreement shall be entitled to the respective fractional interest in the royalties accruing from the "Unitized Area", to-wit:

35/320	-	Max G. Wilson ✓
35/320	-	Ray C. Wilson ✓
35/320	-	Ina Belle Mueller ✓
35/320	-	Laurence L. Wilson ✓
20/320	-	R. K. Chambers ✓
32/320	-	Frank W. Wilson ✓
32/320	-	Fred D. Wilson ✓
32/320	-	Harry W. Wilson ✓
32/320	-	Don H. Wilson ✓
32/320	-	Marie Wilson Davis

and,

That each Lessor will warrant and defend his title thereto. It is

not the intent or purpose of the parties hereto to effect a conveyance of the minerals in and under the separately described tracts of land covered by said leases amongst themselves, but only for the purpose of sharing in the production of the oil, gas or other minerals when and if produced under the terms of the present subsisting leases and this agreement.

5. This agreement shall be binding on the parties signatory hereto, if Lessee so elects, whether signed by all of said parties of interest or not, and shall extend to and be binding on such party or parties, their heirs, personal representatives, successors and assigns. The terms of this agreement and the provisions hereof shall constitute a covenant running with the lands and leasehold estates covered hereby.

6. This agreement shall terminate upon the cessation of all the production from the unitized area. Upon termination, Lessee is granted a reasonable time to remove all material and equipment placed thereon.

7. 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 parties had jointly executed one thereof. If executed in counterparts, such counterparts shall collectively constitute one agreement.

EXECUTED the day and year first written.

LESSEE

CITIES SERVICE OIL COMPANY

By *J. W. McColl*
~~XXXXXXXX~~, Attorney-in-Fact
J. W. McColl

ROYALTY OWNERS

Marie Nelson Davis

J. W. Davis

STATE OF OKLAHOMA)
COUNTY OF WASHINGTON) SS

Before me M. S. Douglass, a Notary Public in and for said State on this 1st day of April, 1953, personally appeared J. W. McColl, to me known to be the identical person who executed the within and foregoing instrument as Attorney in Fact of Cities Service Oil Company, a corporation, and 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 said Cities Service Oil Company for the uses and purposes therein set forth.

M. S. Douglass
Notary Public

My commission expires:

February 7, 1956

STATE OF _____
COUNTY OF _____

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 195____, personally appeared _____

to me known to be the identical person 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.

Given under my hand and seal of office the day and year above written.

My commission expires:

Notary Public

STATE OF Iowa
COUNTY OF Polk

Before me, the undersigned, a Notary Public, in and for said County and State, on this 10th day of July, 1953, personally appeared Marie Wilson Davis
and W. P. Davis

to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

W. P. Davis
Notary Public

My commission expires:

Notary Public in and for Polk County, Iowa
My Commission Expires July 4, 1954

EXHIBIT "A"

Lease No. - 1991
 Date - September 15, 1915
 Lessor - William C. Wilson, Jennie M. Wilson; Charles
 D. Wilson, Cynthia Wilson
 Lessee - Wichita Natural Gas Co.
 Description - NW $\frac{1}{4}$ Section 9-25S-5E, Butler County, Ka.
 Recorded - October 13, 1915, Book M of Misc., Page 89

Lease No. - 1992
 Date - September 15, 1915
 Lessor - William C. Wilson, Jennie M. Wilson; Charles
 D. Wilson, Cynthia Wilson
 Lessee - Wichita Natural Gas Co.
 Description - NW $\frac{1}{4}$ Section 8-25S-5E, Butler County, Ka.
 Recorded - October 13, 1915, Book Misc L of Deeds,
 Page 138

Lease No. - 1993
 Date - September 15, 1915
 Lessor - William C. Wilson, Jennie M. Wilson; Charles
 D. Wilson, Cynthia Wilson
 Lessee - Wichita Natural Gas Co.
 Description - SW $\frac{1}{4}$ Section 8-25S-5E, Butler County, Ka.
 Recorded - October 13, 1915, Book ____, Page 107

Lease No. - 1994
 Date - September 15, 1915
 Lessor - William C. Wilson, Jennie M. Wilson; Charles
 D. Wilson, Cynthia Wilson
 Lessee - Wichita Natural Gas Co.
 Description - NE $\frac{1}{4}$ Section 7-25S-5E, Butler County, Ka.
 Recorded - October 13, 1915, Book ____, Page 104

Lease No. - 1995
 Date - September 15, 1915
 Lessor - William C. Wilson, Jennie M. Wilson; Charles
 D. Wilson, Cynthia Wilson
 Lessee - Wichita Natural Gas Co.
 Description - SW $\frac{1}{4}$ Section 9-25S-5E, Butler County, Ka.
 Recorded - October 13, 1915, Book Misc. M of Deeds,
 Page 33

Lease No. - 1996
 Date - September 15, 1915
 Lessor - William C. Wilson, Jennie M. Wilson; Charles
 D. Wilson, Cynthia Wilson
 Lessee - Wichita Natural Gas Co.
 Description - SE $\frac{1}{4}$ Section 8-25S-5E, Butler County, Ka.
 Recorded - October 13, 1915, Book M of Misc, Page 92

Lease No. 1997
 Date - September 15, 1915
 Lessor - William C. Wilson, Jennie M. Wilson; Charles
 D. Wilson, Cynthia Wilson
 Lessee - Wichita Natural Gas Co.
 Description - NE $\frac{1}{4}$ Section 8-25S-5E, Butler County, Ka.
 Recorded - October 13, 1915, Book M of Misc, Page 95

EXHIBIT "B"

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 1953, by and between Cities Service Oil Company, a Delaware Corporation of Bartlesville, Oklahoma, hereinafter referred to as "CITIES" and The Texas Company a Delaware Corporation with offices in Tulsa, Oklahoma, hereinafter referred to as "TEXAS",

WITNESSETH

WHEREAS, Cities is the present owner and operator of the "Wilson Lease" Section 8, Township 25 South, Range 5 East, Butler County, Kansas, which said lease is currently producing oil from the El Dorado shallow sand at approximately 700 feet; and

WHEREAS, Texas is the owner and operator of the "L. W. Robison Lease" covering the North-half (N/2) of Section 17, Township 25 South, Range 5 East with the exception of a strip 550 feet wide on the south edge of the northeast quarter of Section 17, Butler County, Kansas, which lease is currently producing oil from the El Dorado shallow sand at approximately 700 feet; and

WHEREAS, the parties hereto desire to provide for the drilling and equipping of six wells to be completed in the 700 foot sand to the end that the same may be utilized as water injection wells, and to provide the terms and conditions under which Cities will supply water for injection into said wells in repressuring operations upon said leases.

NOW, THEREFORE, for and in consideration of the mutuality hereof, the parties hereto each agree with the other as follows, to-wit:

I.

(a) Cities shall drill or convert, complete and equip three water injection wells in the 700 foot sand said wells to be located on Cities' Wilson lease near the common boundary line of said Wilson lease and the Texas' Robison lease, the respective locations of such wells being more specifically described as follows, to-wit:

1. Approximately 1400 feet East and 225 feet North of the Southwest corner of Section 8, Township 25 South, Range 5 East, Butler County, Kansas.

2. Approximately 2550 feet East and 225 feet North of the Southwest corner of Section 8, Township 25 South, Range 5 East, Butler County, Kansas.
3. Approximately 3550 feet East and 225 feet North of the Southwest corner of Section 8, Township 25 South, Range 5 East, Butler County, Kansas.

For the purpose of identification, the approximate locations of the aforesaid water injection wells are also shown upon the plat attached hereto as Exhibit "A" and made a part hereof.

In the event that Cities is unable, for any reason to satisfactorily complete a well at any of the aforesaid locations, it shall drill, complete and equip another injection well near such locations, it being the purpose of the parties hereto to complete one well at each of the above described locations or in the immediate proximity thereof for the injection or introduction of water into the 700 foot oil producing formation.

The cost and expense of drilling or converting, completing and equipping said wells under this paragraph "a" for injection purposes and of furnishing water therefor shall be borne exclusively by Cities, and such wells shall continue to be owned and operated by Cities subject to the terms of this agreement.

(b) Texas shall drill or convert, complete and equip three water injection wells in the 700 foot sand, said wells to be located on the Texas Robison lease near the common boundary lease of said Robison lease and the Cities Wilson lease, the respective locations of such wells being more specifically described as follows; to-wit:

1. Approximately 850 feet East and 225 feet South of the Northwest corner of Section 17, Township 25 South, Range 5 East, Butler County, Kansas.
2. Approximately 1950 feet East and 225 feet South of the Northwest corner of Section 17, Township 25 South, Range 5 East, Butler County, Kansas.
3. Approximately 3050 feet East and 225 feet South of the Northwest corner of Section 17, Township 25 South, Range 5 East, Butler County, Kansas.

For the purpose of identification, the approximate locations of the aforesaid water injection wells are also shown upon the plat attached hereto as Exhibit "A" and made a part hereof.

In the event that Texas is unable, for any reason, to satisfactorily complete a well at any of the aforesaid locations, it shall drill, complete and equip another water injection well near such locations, it being the purpose of the parties hereto to complete one well at each of the above described locations or in the immediate proximity thereof for the injection or introduction of water into the 700 foot oil producing formation.

The cost and expense of drilling or converting, completing and equipping said wells, under this paragraph "b" for injection purposes, shall be borne exclusively by Texas and such wells shall continue to be wholly owned and operated by Texas subject to the terms of this agreement.

(c) Each of the 6 water injection wells mentioned above shall be equipped with casing, 4-1/2 inches or more in outside diameter, cemented and maintained in such a condition that all water injected therein shall enter only the 700 foot sand. The injection of water shall be for a minimum period of one year from the date water injection commences.

(d) When the drilling and equipping of the 6 water injection wells or the drilling of any substitute well, as mentioned above is complete, the injection of water into each of such wells shall be maintained approximately uniform at a rate that is, from time to time, mutually agreed upon.

(e) It is hereby agreed that each of the parties hereto shall furnish to the other party a record of the volume of water injected each month into each of their injection wells under this agreement. Such record shall be mailed on or before the first of the month following.

II.

The entire drilling and equipping program outlined above shall be fully completed on or before July 1, 1953.

III.

In the event that either party shall elect to abandon any or all of its three injection wells, after a period of one year from the start of water injection, such party shall notify the other party of such election in writing, and such other party shall thereupon have, for a period of thirty (30) days

from the receipt of such notice, an option to acquire abandoning party's said injection well or wells together with the pipe and equipment therein and thereon at a price equivalent to the salvage value of the pipe and equipment in and on said well or wells. In the event said option is exercised, abandoning party to the extent it has the right to do so will assign to non-abandoning party its rights for continued operation of said injection well.

IV.

(a) Cities shall supply Texas with water for repressuring purposes upon said Robison lease, for a minimum period of one year from date of first water injection, which water shall be delivered at a point on said Cities Wilson lease near the South line thereof, the exact location which shall be mutually agreed upon by the parties hereto, Cities shall deliver water to Texas at pressure comparable with that required for injection into the Cities boundary line water injection wells which are subject to this agreement. Additional pressure, if any, needed to achieve the desired injection rate shall be provided or arranged by Texas at its option. Cities shall provide said water to Texas at no charge. It is understood and agreed that Cities shall not be required to furnish water after flooding operations have been discontinued on its leases in said Section 8, Township 25S, Range 5 East, Butler County, Kansas. It is also understood and agreed that Cities will not be required to furnish water to Texas if Cities exercises its option to abandon any or all of its three injection wells on the Wilson lease in said Section 8.

(b) It is further understood that the agreement of the parties as set forth and contained in the preceding paragraph (a) of this paragraph IV, may be terminated and cancelled by either party hereto after a minimum period of one year from date of first water injection upon ninety (90) days written notice to the other party, unless sooner by mutual consent.

V.

To the extent which it has the right to do so, Cities hereby grants unto Texas a right-of-way and easement to construct, operate and maintain such pipe lines as it shall be necessary for Texas to lay over and across said Cities Wilson lease to reach the aforesaid points of delivery.

VI.

All the terms and provisions of this agreement are hereby expressly made subject to the conservation laws of the State of Kansas, and to the valid rules and regulations of the Corporation Commission of said State, and to all other applicable State and Federal laws, rules and regulations.

VII.

The Parties hereto shall not be liable for any loss of property or of time caused by strikes or riots or by insurrections or war or by fires, tornadoes, or floods or from any other cause beyond the control of Operator through the exercise of reasonable diligence.

VIII.

The terms, covenants and conditions hereof shall run in favor of and be binding upon the parties hereto, their successors and assigns however succeeding.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate originals as of the day and year first above written.

THE TEXAS COMPANY

By _____
Attorney-in-Fact

CITIES SERVICE OIL COMPANY

By _____
Manager of Production



Whereas the above named ...

And whereas ...

And whereas ...

WITNESSED BY ME

NOTARY PUBLIC

My Comm. Expires

ORIGINAL COMPARED WITH RECORD
INDEX REG. BY

STATE OF KANSAS, BUTLER COUNTY, ss

This instrument was filed for record on the
4 day of April 1953
at 10:30 o'clock A.M. and duly recorded
in book 191 page 383

Diana Jones
REGISTER OF DEEDS

By DEPUTY

Kc 3

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AMENDMENT TO POOLING AGREEMENT

WHEREAS, under date of February 10, 1953, CITIES SERVICE OIL COMPANY, a Delaware Corporation with offices in Bartlesville, Oklahoma, as Lessee, and MAX G. WILSON, RAY C. WILSON, INA BELLE MUELLER, LAURENCE L. WILSON, R. K. CHAMBERS, FRANK W. WILSON, FRED D. WILSON, HARLY W. WILSON, DON H. WILSON and MARIE WILSON DAVIS, other wise known as OLIVE MARIE DAVIS, as Lessors, entered into an Agreement unitizing the oil and gas leases covering the following described land in Butler County, Kansas, to-wit:

The Northeast Quarter (NE/4) of Section Seven (7), all of Section Eight (8) and West Half (W/2) of Section Nine (9), Township Twenty-five (25) South, Range Five (5) East,

for the purposes of secondary recovery operations; said Agreement being prepared in counter part and one of which Agreements was filed in Book 191, page 383 of the records of Butler County, Kansas, a copy of which by reference is made a part hereof for all purposes, and

WHEREAS, Cities Service Oil Company has acquired a lease described as follows, to-wit:

Oil and Gas Lease dated January 5, 1916, executed by W. C. Wilson et al, Lessor, in favor of J. E. Crosbie, Lessee, and recorded in Book N at page 116 of the Records of Butler County, Kansas, insofar as same covers and applies to the following described land, to-wit:

West Half of the Southeast Quarter (W/2 SE/4) of Section Nine (9), Township Twenty-five (25) South, Range Five (5) East, Butler County, Kansas,

and

WHEREAS, it is the desire of the parties hereto to include said lease in the unit as established by said Agreement of February 10, 1953.

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

I.

The acreage pooled, combined and unitized by the Agreement of February 10, 1953, is hereby enlarged to include the West Half of the Southeast Quarter (W/2 SE/4) of Section Nine (9), Township Twenty-five (25) South, Range Five (5)

East, Butler County, Kansas, effective as of September 1, 1954, so that from and after September 1, 1954, the unitized area shall consist of the following described land, to-wit:

The Northeast Quarter (NE/4) of Section Seven (7), all of Section Eight (8), the West Half (W/2) and West Half of the Southeast Quarter (W/2 SE/4) of Section Nine (9), Township Twenty-five (25) South, Range Five (5) East, Butler County, Kansas:

II.

That Paragraph 5 of said Agreement be amended as follows:

"It is stipulated and agreed that each party lessor signing this Agreement shall be entitled to the respective fractional interest in the royalty accruing from the unitized area, to-wit:

Max G. Wilson	3221/29343	
Ray C. Wilson	3221/29343	
Ina Belle Mueller	3221/29343	
Laurence L. Wilson	3221/29343	
R. K. Chambers	1789/29343	
Frank W. Wilson	2934/29343	32/320
Fred D. Wilson	2934/29343	32/320
Harry W. Wilson	2934/29343	32/320
Don H. Wilson	2934/29343	32/320
Marie Wilson Davis, otherwise known as Olive Marie Davis	2934/29343	32/320

III.

All the terms, covenants and conditions of the Agreement of February 10, 1953 are incorporated herein and made a part hereof as if set out fully herein, except as herein amended.

IV.

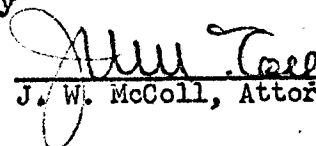
This Amendment Agreement may be executed in counterparts, but said Amendment Agreement shall not become effective unless and until it has been executed by all of the Lessors as set forth in Paragraph II hereof or their successors or assigns. If executed in counterparts, such counterparts shall collectively constitute one Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in counterpart originals this 31st day of August, 1954.

LESSEE

CITIES SERVICE OIL COMPANY

By


J. W. McColl, Attorney-in-Fact

ROYALTY OWNERS

Max G. Wilson

Frank W. Wilson

Ray C. Wilson

Fred D. Wilson

Ina Belle Mueller

Harry W. Wilson

Laurence L. Wilson

Don H. Wilson

R. K. Chambers

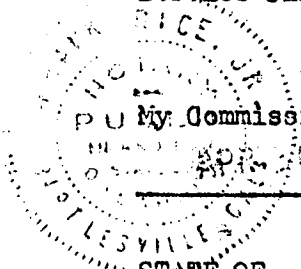
R. K. Chambers

Marie Wilson Davis,
otherwise known as
Olive Marie Davis

STATE OF OKLAHOMA)
WASHINGTON COUNTY) SS

Before me Frank Rice, Jr., a Notary Public in and for
said State on this 5th day of November, 1954, personally appeared

J. W. McColl, to me known to be the identical person who executed the within
and foregoing instrument as Attorney-in-Fact of Cities Service Oil Company, a
corporation, and 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 said Cities
Service Oil Company for the uses and purposes therein set forth.



Frank Rice, Jr.

Notary Public

My Commission Expires: _____
STATE OF _____)
COUNTY OF _____) SS

Before me, the undersigned, a Notary Public, in and for said County and
State, on this _____ day of _____, 195____, personally appeared

MAX G. WILSON, to me 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.

Given under my hand and seal of office the day and year above written.

My Commission Expires: _____

Notary Public

STATE OF _____)
COUNTY OF _____) SS

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, 19____, personally appeared RAY C. WILSON 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 on the day and year last above written.

My Commission Expires:
_____.

Notary Public

STATE OF _____)
COUNTY OF _____) SS

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

STATE OF _____)
COUNTY OF _____) SS

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, 19____, personally appeared LAURENCE L. WILSON 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.

My Commission Expires:
_____.

Notary Public

STATE OF New Mexico)
COUNTY OF Union) SS

Before me, the undersigned, a Notary Public, within and for said County and State, on this 24 day of September, 1957, personally appeared R. K. CHAMBERS 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.

My Commission Expires:

May 14 1958.

L. L. Van Fleet
Notary Public

STATE OF _____)
COUNTY OF _____) SS

Before me, the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____, 19____, personally appeared FRANK W. WILSON, 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.

My Commission Expires:

Notary Public

STATE OF _____)
COUNTY OF _____) SS

Before me, the undersigned, a Notary Public within and for said County and State, on this _____ day of _____, 19____, personally appeared FRED D. WILSON to me personally known to be the identical person who 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.

My Commission Expires:

Notary Public

STATE OF _____)
COUNTY OF _____) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 195____, personally appeared HARRY W. WILSON, to me 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.

Given under my hand and seal of office the day and year above written.

My Commission Expires:

Notary Public

STATE OF _____)
COUNTY OF _____) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 195____, personally appeared DON H. WILSON, to me 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.

Given under my hand and seal of office the day and year above written.

My Commission Expires:

Notary Public

STATE OF _____)
COUNTY OF _____) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 195____, personally appeared MARIE WILSON DAVIS, otherwise known as Olive Marie Davis, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.

My Commission Expires:

Notary Public

KC-363

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ORIGINAL COMPARED WITH RECORD
INDEX REC. *MS*

STATE OF KANSAS, BUTLER COUNTY, ss

This instrument was filed for record on the
10 day of *November* 195*4*
at *10:45* o'clock *AM* in the city records
in book *3200* page *369*

Mina Jones
REGISTER DEEDS

By _____ DEPUTY

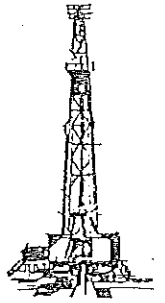


ROBERT E. MOSER, R.L.S.

Oil Field Surveying

335 N. Mission Road • Wichita, Kansas 67206

(316) 683-2853



INVOICE NO.

VESS OIL CORPORATION

445

WILSON "A"

OPERATOR

NO.

FARM

BUTLER (KS)

9 25 5^E

1500' FNL

2310 FWL

COUNTY

S

T

R

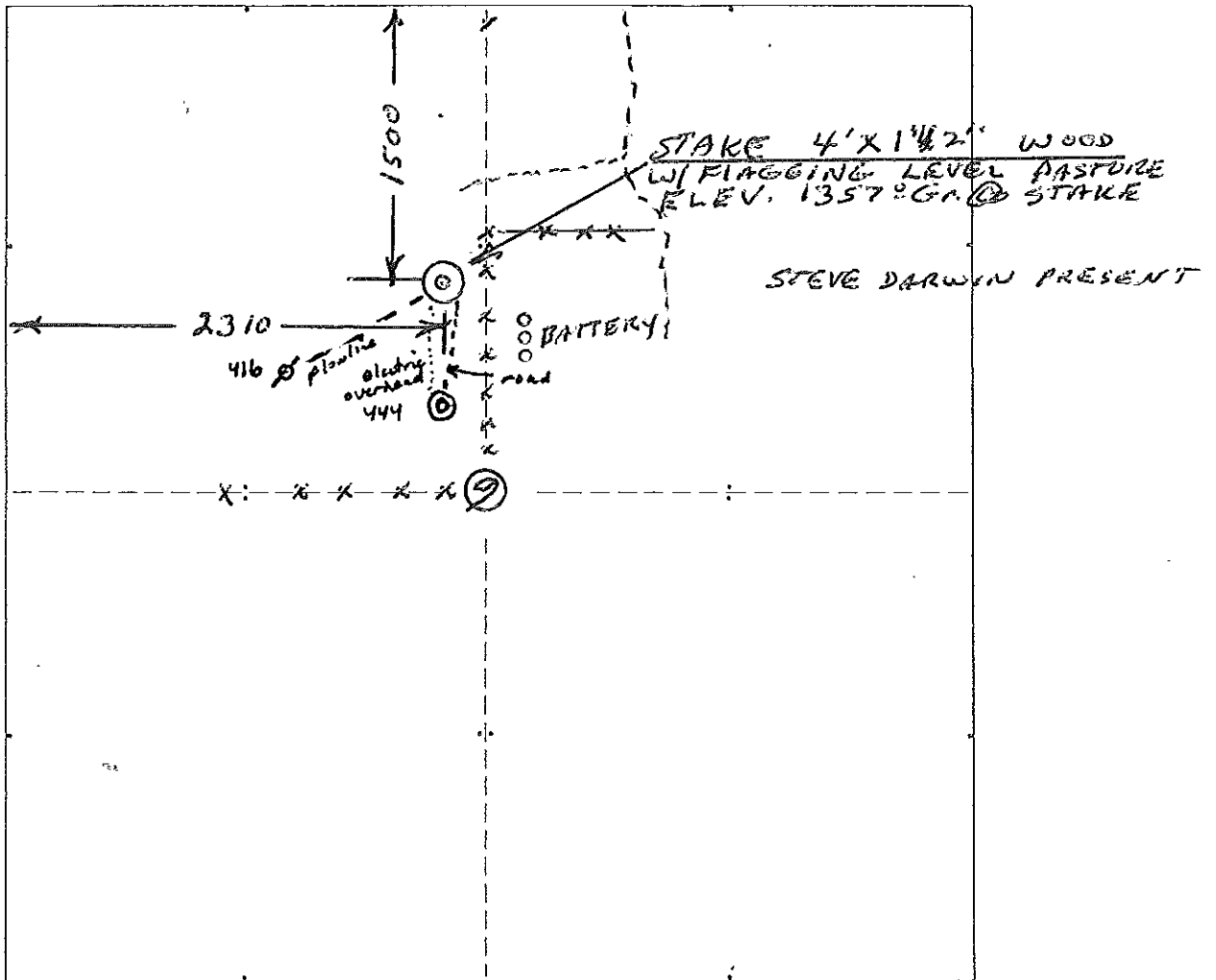
LOCATION

ELEVATION: 1357⁰ Gr.

VESS OIL CORPORATION
8100 E. 22ND ST. NO
WICHITA, KS: 67221

AUTHORIZED BY: MR. C. COATS

SCALE: 1" = 1000'



Date: 9/26/12
Surveyor: R.E. Moser
R.E. MOSER #RLS-329 KS