For KCC Use:

Eff	e	ct	iv	е	Date

District	#	
DISTINCT	#	

SGA?	Yes	No

Form

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

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

Form C-1

1098041

NOTICE OF INTENT TO DRILL

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

month day year	
OPERATOR: License#	of Section
Name: feet from E / W Line	of Section
Address 1: Is SECTION: Regular Irregular?	
Address 2: (Note: Locate well on the Section Plat on reverse side)	
City: State: Zip: + - County: County:	
Contact Person: Lease Name: Well #:	
Phone: Field Name: Field Name:	
CONTRACTOR: License# Is this a Prorated / Spaced Field?	es 🗌 No
Name: Target Formation(s):	
Well Drilled For: Well Class: Type Equipment: Nearest Lease or unit boundary line (in footage):	es No
Original Completion Date: Original Total Depth: Formation at Total Depth:	
Directional, Deviated or Horizontal wellbore? Yes No If Yes, true vertical depth:	
Will Cores be taken?	es No

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:	tarted within 12 months of approval date.)
Spud date: Ag	gent:

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:

ш

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



For KCC Use ONLY

API # 15 -_

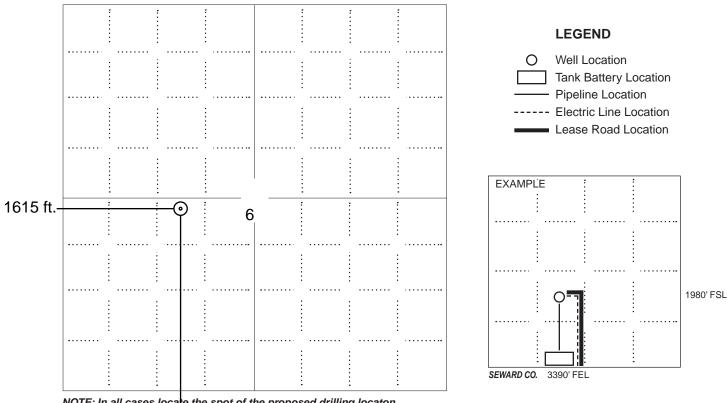
IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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.



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

2490 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.

Side Two



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

1098041

Lease Inspection: Yes No

Form CDP-1 May 2010 Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

Date Received:

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			SecTwpR East West		
Settling Pit Drilling Pit	If Existing, date cor	structed:	Feet from North / South Line of Section		
U 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 An	rea? Yes I	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)		
Is the bottom below ground level?	Artificial Liner?	0	How is the pit lined if a plastic liner is not used?		
Pit dimensions (all but working pits):	Length (fee		Width (feet)N/A: Steel Pits		
Depth from	m ground level to dee	pest point:	(feet) No Pit		
If the pit is lined give a brief description of the lir material, thickness and installation procedure.	161		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	west 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 materia	l 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	billed fluids to	Drill pits must b	e closed within 365 days of spud date.		
Submitted Electronically		<u> </u>			
	KCC	OFFICE USE OF	NLY		

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

Permit Date:

_ Permit Number: _



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

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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STATE OF KANSAS, GOVE COUNTY SS Filed for record this 15 day of Genel A.D. 20 22 at 11:00 o'clock <u>A</u>.M. and duly recorded in Book 162 of <u>Page Pol</u>-803 Crusty 8. Turtle Register of Deeds Fee \$ <u>16.00</u> Convine Churtensen

DECLARATION OF POOLING AND UNITIZATION

WHEREAS, **Rodger D. Wells** is the owner of the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof, insofar as said leases cover the following lands in Gove County, Kansas, to-wit:

Northwest Quarter (NW/4) of Section Six (6), Township Fourteen (14) South, Range Thirty-one (31) West of the 6th P.M., Gove County, Kansas; and

Northeast Quarter (NE/4) of Section Six (6), Township Fourteen (14) South, Range Thirty-one (31) West of the 6th P.M., Gove County, Kansas.

WHEREAS, the oil and gas leases described in Exhibit "A" each contain a pooling and unitization clause that states as follows, to-wit:

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acres, 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.

WHEREAS, the undersigned desires to pool and unitize the oil and gas leases described in Exhibit "A" insofar and only insofar as the same cover the following described lands, to-wit:

A tract of land in the North Half (N/2) of Sec. 6-T14S-R31W, Gove County, Kansas, described as follows: Commencing at a point 1299' FNL and 2555' FEL, Section 6-T14S-R31W, Gove County, Kansas, thence North 660', thence East 660', thence South 1320', thence West 1320', thence North 1320', thence East 660' to the point of beginning

said land containing forty (40) acres, more or less, now being identified as the "Pooled and Unitized Area" for production of oil and/or gas and associated hydrocarbons from all zones and formations.

NOW THEREFOR, the undersigned, Rodger D. Wells, does hereby pool and unitize the above described land into one pooled area containing forty (40) acres, more or less, provided that said pooling is limited to production of oil and/or gas and associated hydrocarbons from all zones and formations.

The royalties accruing from any well located in said unit shall be prorated and paid to lessors of the various tracts included in the Pooled and Unitized Area in the same proportion that each tract of said lessor bears to the total of the Pooled and Unitized Area.

MICHOFILM NUMERICAL DIRECT INDEX INDIRECT INDE[®]

162 801

Page 2 - Declaration of Pooling and Unitization

IN WITNESS WHEREOF, this Declaration of Pooling and Unitization shall be effective as of the 1st day of January, 2009.

EXECUTED this 14th day of April, 2009.

1. Well

STATE OF KANSAS, COUNTY OF Locan, SS:

BE IT REMEMBER, That on this <u>14+h</u> day of April, 2009, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Rodger D. Wells who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution on the same.

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

A. CHARLA R. MORRIS Notary Public - State of Kansas My Appt. Expires 11/25/2010 Notary Public -

My Commission Expires: November 25, 2010

Page 3 - Declaration of Pooling and Unitization

EXHIBIT "A" DECLARATION OF POOLING AND UNITIZATION

Oil and Gas Lease dated March 17, 2008 from Coldwater Interests, L.P. by Coldwater Interests Management, L.L.C. by Bonnie E. Hibbert, Manager, as Lessor, to J. Fred Hambright, Inc., as Lessee, filed for record April 18, 2008 at 11:00 a.m. in Book 159 Page 55-57, leasing Lots 1 (40.18 acres), 2 (40.13 acres), & S/2NE/4, a/d/a the Northeast Quarter (NE/4) of Sec. 6-T14S-R31W, Gove County, Kansas, for a term of three (3) years and as long thereafter as oil and/or gas is produced therefrom.

Oil and Gas Lease dated March 17, 2008 from Coldwater Interests, L.P. by Coldwater Interests Management, L.L.C. by Bonnie E. Hibbert, Manager, as Lessor, to J. Fred Hambright, Inc., as Lessee, filed for record April 18, 2008 at 11:00 a.m. in Book 159 Page 58-60, leasing Lots 3 (40.07 acres), 4 (34.33 acres), 5 (34.34 acres) & SE/4NW/4, a/d/a the Northwest Quarter (NW/4) of Sec. 6-T14S-R31W, Gove County, Kansas, for a term of three (3) years and as long thereafter as oil and/or gas is produced therefrom.

Oil and Gas Lease dated March 25, 2008 from Jean Marie Phelps and Michale Norman, her husband, and Leslie A. Hess and Steven J. Hess, her husband, as Lessor, to Rodger D. Wells, as Lessee, filed for record September 8, 2008 at 7:00 a.m. in Book 160 Page 647-652, leasing the Northwest Quarter (NW/4) of Sec. 6-T14S-R31W, Gove County, Kansas, for a term ending June 15, 2009 and as long thereafter as oil and/or gas is produced therefrom.

Oil and Gas Lease dated March 25, 2008 from Jean Marie Phelps and Michale Norman, her husband, and Leslie A. Hess and Steven J. Hess, her husband, as Lessor, to Rodger D. Wells, as Lessee, filed for record September 8, 2008 at 7:00 a.m. in Book 160 Page 653-658, leasing the Northeast Quarter (NE/4) of Sec. 6-T14S-R31W, Gove County, Kansas, for a term ending June 15, 2009 and as long thereafter as oil and/or gas is produced therefrom.

162 803

	SPECIAL) (PAID-UP)			
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and Rodger D.	Wells 177 W	Internet 13/17	hereinafter call	ed Lessor (whether one or
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is here acknowledged and of the of investigating, exploring by ge- constituent products, injecting ge- and things thereon to produce, sz products manufactured therefrom	e royalities herein provided and of eophysical and other means, pro as, water, other fluids, and air intu we, take care of, treat, manufactu; n, and housing and otherwise car	MOYE the agreements of the lessee herein contained, hereby gra- specting dilling, mining and operating for and producing subsurdate statual, laying pipe lines, storing oil, building to re, process, store and transport said oil, liquid hydrocarborn ing for its employees, the following described land, togeth Store of Kansas	nts, leases and lets exclusing g oil, liquid hydrocarbons, anks, power stations, telep a, gases and their respective) in hand paid, receipt of vely unto lessee for the pu , all gases, and their resp. hone lines, and other stru- e constituent products and
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IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above write see:

Witne

., x Mulph". Terry L. Ro**st** Trustee

EXTENSION OF OIL AND GAS LEASE

WHEREAS,	Rodger D. Wells		
	177 W. Limestone Road, Phillipsburg, Kansas 676	361	
	oil and gas lease on the following described lands in	GOVE	County,
State of KANSAS :			

Township 14 South, Range 31 West Section 6: SW/4

*** It is understood and agreed by the parties hereto that the referenced Oil and Gas Lease, as recorded in Book 155 at Page 112, is hereby amended as follows: In paragraphs 1st and 2nd on the face of the lease, wherever the words "oneeighth (1/8)" appear, it shall read "three-sixteenths (3/16)" in each and every case.

of Section		, Range	and recorded in Book	155
at Page112	of the Records of said County,	and		

WHEREAS, said lease

expires in the absence of drilling operations on February 16, 2010, and the said owner and holder desires to have the term of said lease extended;

NOW, THEREFORE, the undersigned, for themselves, their heirs, executors, administrators and assigns, for and in consideration of One And More Dollars (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, does hereby agree: that the said term of said lease shall be and is hereby extended, with the same tenor and effect as if such extended term had been originally expressed in such lease, for a period of _ Three (3)

years from the date of the said expiration thereof and as long thereafter as oil or gas (including casinghead gas) is produced from any well on the land covered by said lease, subject however, in all other respects, to the provisions and conditions of said lease or said lease as modified, if any modification thereof may have been heretofore executed; that no delay rental is due and payable on _____ February 16, 2010

under the terms of this extension; and that all previous rentals due under the terms of said lease have been timely and properly paid.

IN WITNESS WHEREOF, this instrument is executed on this the _____29th ____ day of ____ January 2010

Ross

Lois J. Binkley Testamentary Trust

73-628/187

STATE OF OKLAHOMA	}		
Outricky 2]ss.]]lic, within and for said County and State, on this 010_, personally appeared	4HA day o	f
Terry L. Róss, as Trustee of the L	ois L. Binkley Testamentary Trust		-
		and	ī

to me well known to be the identical person____ who executed the within and foregoing instrument, and acknowledge to me that _executed the same as _____his ____free and voluntary act and deed for the uses and purposes he therein set forth.

Cristy of Juttle

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

STATE OF KANSAS, GOVE COUNTY SS REGISTER OF DEEDS

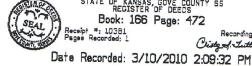
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My commission expires:

Notary Public.

Amanda Stephens



STE Recording Fee: \$ 5.00 ANA # 0800 FXPIRE

S 06/19/12