



1098041

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

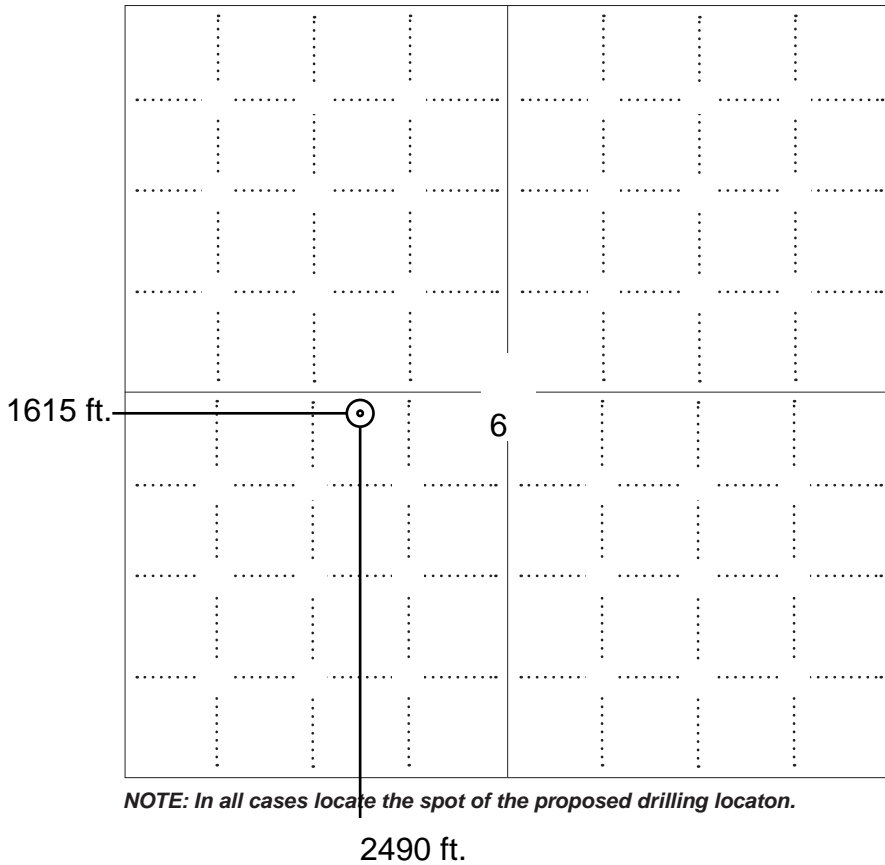
Is Section: Regular or Irregular

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.



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

LEGEND

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



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.



KANSAS CORPORATION COMMISSION 1098041
OIL & GAS CONSERVATION DIVISION

Form CDP-1
May 2010
Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

Operator Name: _____		License Number: _____	
Operator Address: _____			
Contact Person: _____		Phone Number: _____	
Lease Name & Well No.: _____		Pit Location (QQQQ): _____-_____-_____-_____	
Type of Pit: <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.

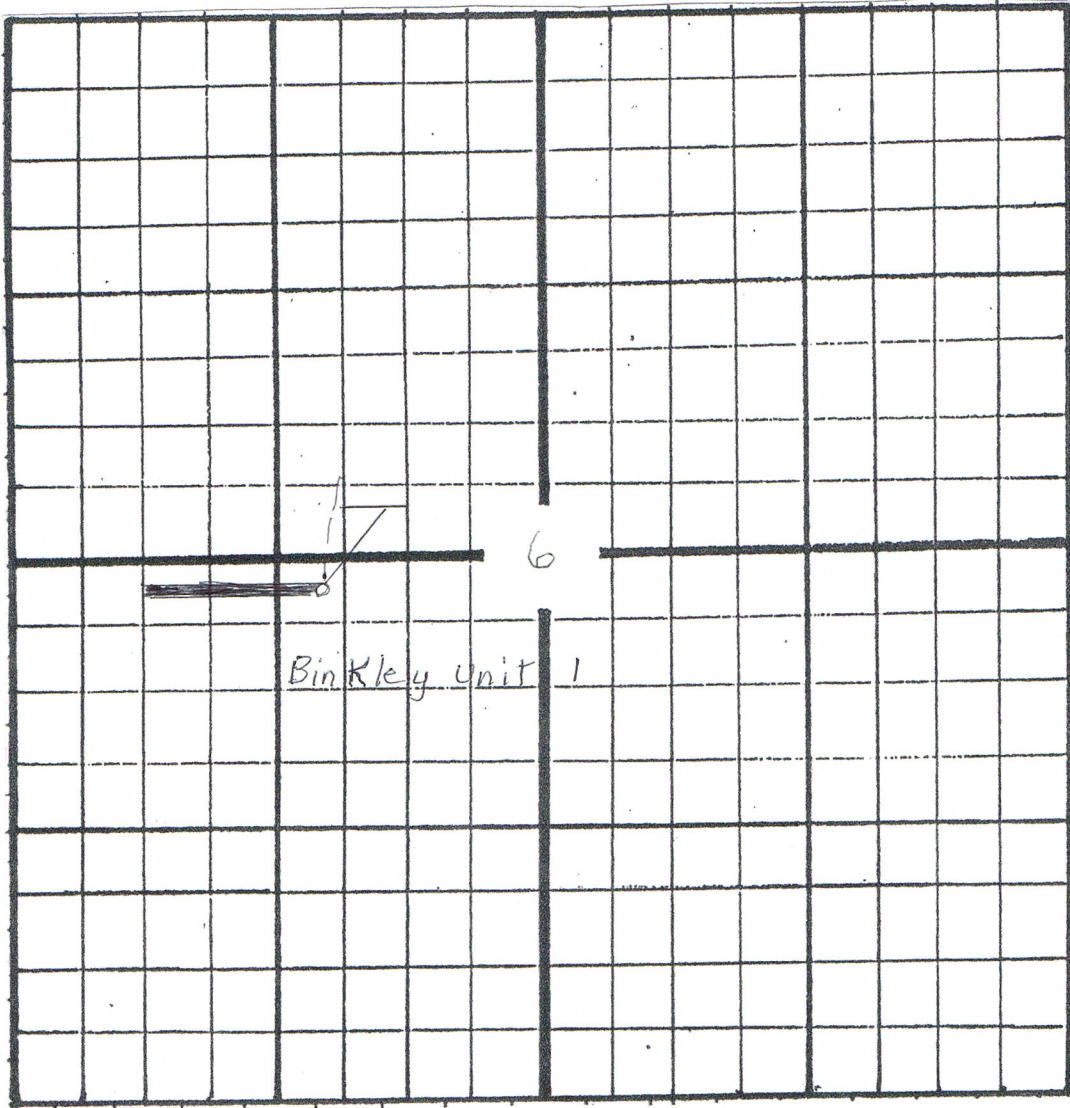
Select one of the following:

- 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





STATE OF KANSAS, GOVE COUNTY SS
Filed for record this 15 day of April A.D.
2009 at 11:00 o'clock A. M. and duly
recorded in Book 162 of - Page 201-203
Cathy S. Tuttle Register of Deeds
Fee \$ 16.00
Carrie Christensen

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.

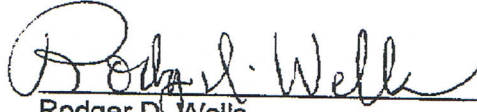
The royalties accruing from any well located in said unit shall be prorated and paid to lessors of the various tracts included in the Pooled and Unitized Area in the same proportion that each tract of said lessor bears to the total of the Pooled and Unitized Area.

162-801

MICROFILM
NUMERICAL
DIRECT INDEX
INDIRECT INDEX

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

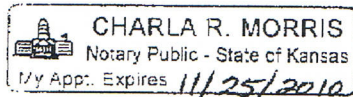
EXECUTED this 14th day of April, 2009.



Rodger D. Wells

STATE OF KANSAS, COUNTY OF Logan, SS:

BE IT REMEMBER, That on this 14th 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.




Notary Public -

My Commission Expires: November 25, 2010

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.

Copy

OIL AND GAS LEASE

Recorder No. 09-115



P.O. Box 793
Wheeler, OK 77071-0793
1-800-455-1111
1-318-284-8344 Wichita
1-318-284-6185 Tulsa
www.okdgs.com • okdgs@okdgs.com

AGREEMENT, Made and entered into the 16 day of February 2007
by and between Lois L. Binkley testamentary trust by Terry L. Ross Trustee,

whose mailing address is Box 786 Alva, Oklahoma 73717 hereinafter called Lessor (whether one or more),
and Rodger D. Wells 177 W. Limestone Rd. Phillipsburg, Kansas 67661

Lessor, in consideration of 10 and More Dollars (\$ 10.00) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Gove State of Kansas described as follows to-wit:

Southwest Quarter (SW $\frac{1}{4}$)

In Section 6, Township 14, Range 31 and containing 160 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of 3 years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

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

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.
When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.
No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.
Lessee shall pay for damages caused by lessee's operations to growing crops on said land.
Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

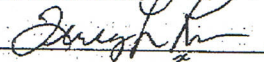
Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment of any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

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 acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Witnesses: _____
_____ x 
Terry L. Ross Trustee

EXTENSION OF OIL AND GAS LEASE

WHEREAS, Rodger D. Wells
177 W. Limestone Road, Phillipsburg, Kansas 67661
is the owner and holder of an 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 "one-eighth (1/8)" appear, it shall read "three-sixteenths (3/16)" in each and every case.

of Section _____, Township _____, Range _____ and recorded in Book 155
at Page 112 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.

Terry L. Ross
Terry L. Ross, Trustee
Lois L. Binkley Testamentary Trust

73-6281187
Tax ID#:

STATE OF OKLAHOMA)
COUNTY OF Woods) ss.
Before me, the undersigned, a Notary Public, within and for said County and State, on this 4th day of February, 2010, personally appeared Terry L. Ross, as Trustee of the Lois L. Binkley Testamentary Trust
_____ and

well known to be the identical person who executed the within and foregoing instrument, and acknowledge 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.
6/19/12 _____
My commission expires: Amanda Stephens Notary Public.



STATE OF KANSAS, GOVE COUNTY SS
REGISTER OF DEEDS
Book: 166 Page: 472
Receipt #: 10381
Pages Recorded: 1
Recording Fee: \$2.00
Christy of Little

Date Recorded: 3/10/2010 2:09:32 PM

