

Well will not be drilled or Permit Expired Date: \_

Signature of Operator or Agent:

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

### KANSAS CORPORATION COMMISSION 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**

	Spot Description:
month day year	Sec Twp S. R E
DPERATOR: License#	(Q/Q/Q/Q) feet from N / S Line of Section
lame:	feet from E / W Line of Section
ddress 1:	Is SECTION: Regular Irregular?
address 2:	(Note: Locate well on the Section Plat on reverse side)
City: State: Zip: +	County:
Contact Person:	Lease Name: Well #:
hone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
ame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
	Ground Surface Elevation:feet MS
Oil Enh Rec Infield Mud Rotary  Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile:
Gas Storage Pool Ext. Air Rotary  Disposal Wildcat Cable	Public water supply well within one mile:
Seismic;# of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
	Surface Pipe by Alternate: II
If OWWO: old well information as follows:	Length of Surface Pipe Planned to be set:
Operator:	Length of Conductor Pipe (if any):
Well Name:	Projected Total Depth:
Original Completion Date: Original Total Depth:	Formation at Total Depth:
	Water Source for Drilling Operations:
irectional, Deviated or Horizontal wellbore?  Yes No	Well Farm Pond Other:
Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	( <b>Note:</b> Apply for Permit with DWR)
CC DKT #:	Will Cores be taken?
	If Yes, proposed zone:
ΔFF	IDAVIT
	IDAVIT gaing of this well will comply with K.S.A. 55 et. seg.
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Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202 Side Two



For KCC Use ONLY	
API # 15	

### IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

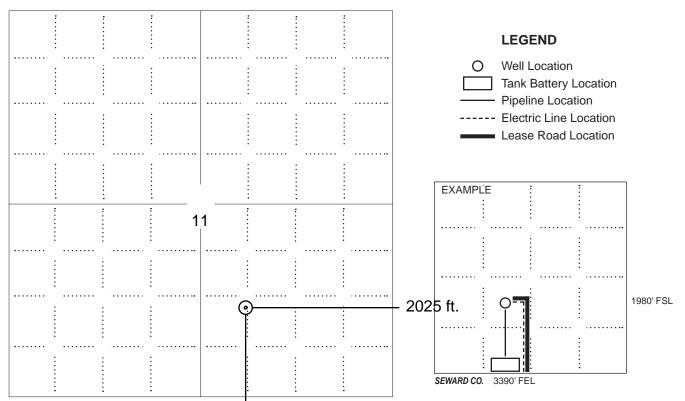
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	SecTwpS. R 🗌 E 🔲 W
Number of Acres attributable to well:	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.

### 1220 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.



# Kansas Corporation Commission 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:  Emergency Pit  Burn Pit  Settling Pit  Drilling Pit  Workover Pit  Haul-Off Pit  (If WP Supply API No. or Year Drilled)	Pit is:  Proposed  If Existing, date coll  Pit capacity:	Existing nstructed: (bbls)	SecTwp R East West        Feet from North / South Line of Section        Feet from East / West Line of Section         County		
Is the pit located in a Sensitive Ground Water A	rea? Yes	No	Chloride concentration: mg/l  (For Emergency Pits and Settling Pits only)		
Is the bottom below ground level?	Artificial Liner?	No	How is the pit lined if a plastic liner is not used?		
Pit dimensions (all but working pits):	Length (fee	et)	Width (feet) N/A: Steel Pits		
Depth fro	om ground level to dee	epest point:	(feet) No Pit		
	d with	Dooth to abollo			
Distance to nearest water well within one-mile of	or pit:	Source of infor	west fresh water feet. nation:		
feet Depth of water well	feet	measured	well owner electric log KDWR		
Emergency, Settling and Burn Pits ONLY:  Producing Formation:  Number of producing wells on lease:  Barrels of fluid produced daily:		Type of materia	ver and Haul-Off Pits ONLY:  I utilized in drilling/workover:  king pits to be utilized:  procedure:		
Does the slope from the tank battery allow all s flow into the pit? Yes No	pilled fluids to	·	e closed within 365 days of spud date.		
Submitted Electronically					
	KCC	OFFICE USE O	NLY  Liner Steel Pit RFAC RFAS		
Date Received: Permit Numl	ber:	Permi	t Date: Lease Inspection: Yes No		



1116225

Form KSONA-1
July 2010
Form Must Be Typed
Form must be Signed
All blanks must be Filled

# 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 (CB-1)	Cathodic Protection Borehole Intent)
OPERATOR: License #	Well Location:
Name:	SecTwpS. R
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:+	
the KCC with a plat showing the predicted locations of lease roads, tank are preliminary non-binding estimates. The locations may be entered or	dic Protection Borehole Intent), you must supply the surface owners and k batteries, pipelines, and electrical lines. The locations shown on the plat n the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
owner(s) of the land upon which the subject well is or will be lo CP-1 that I am filing in connection with this form; 2) if the form I form; and 3) my operator name, address, phone number, fax, a  I have not provided this information to the surface owner(s). I a KCC will be required to send this information to the surface owner.	Act (House Bill 2032), I have provided the following to the surface ocated: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form being filed is a Form C-1 or Form CB-1, the plat(s) required by this and email address.  Acknowledge that, because I have not provided this information, the wher(s). To mitigate the additional cost of the KCC performing this I fee, payable to the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-	fee with this form. If the fee is not received with this form, the KSONA-1 will be returned.
Submitted Electronically	

63U (Rev. 1993)

### OIL AND GAS LEASE



	Urban and Je	ennifer Urba	an, husband	and wif	e, as Join	ts Tenants
				<u> </u>		
						<u> </u>
ose mailing address is 3130	Gingerwood La	ne, Lancast	er, CA 9353	16	hansinoffa	er called Lessor (whether one or n
TDI Oil Operati					peremane	1 cancer Evasor (whether one or it
1310 Bison Road	, Hays, KS 67	601				, hereinafter caller Le
Lessor, in consideration of	hies herein provided and o sical and other means, pr iter, other fluids, and air in ike care of, treat, manufach	of the agreements of the respecting drilling, mir- no subsurface strata, la ure, process, store and	e lessee herein contai ling and operating for ying pipe lines, storin transport said oil, lim	ned, hereby gra r and producing g oil, building t id hydrocarbons ed land, togeth	nts, leases and lets er g oil, Tiquid hydroca anks, power stations,	) In hand paid, receipt of watch with the puritions; all gases, and their respectively being here there in the puritions and other structures.
1 3 1000						RK
	The South I	Half of the	Southeast	Quarter	(S/2 SE/4)	~ /
11 _	15 Sou	t h	10 West		80	Carry Carry Comment
retions thereto		nange	19 West and		CONTRACT CON	acres, more or less, and rimary term"), and as long theres
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Notary Public

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	1
	}
County of LOS Angeles	alia Torres Notary Public, Here Insert Name and Title of the Officer
On 04/14/10 before me, 07	alia Torres, Notary Public
personally appeared Andre	Here insert Name and Title of the Officer
	Name(s) of Signer(s)
Jenni	ter sue Urban,
ORALIA TORRES Commission # 1847570 Netery Public - California Les Anastes County	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that be/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
My Comm. Sugras May 3, 2013	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
9	WITNESS my hand and official seal.
	Markey 201840
Place Notary Seal and/or Stamp Above	Signature: Walla John Signature of Notary Public
OPT	IONAL aw, it may prove valuable to persons relying on the document
and could prevent fraudulent removal a	and reattachment of this form to another document.
Description of Attached Document	Land Gas Lease
Title or Type of Document:	Number of Pages
Document Date:	
Capacity(ies) Claimed by Signer(s)	
Signer's Name:	Signer's Name:
□ Corporate Officer — Title(s):	
☐ Individual RIGHT THUMBPE OF SIGNER	RINT   Individual RIGHT THUMBPRINT OF SIGNER
☐ Partner — ☐ Limited ☐ General Top of thumb h	ere Partner — Limited General Top of thumb here
Attorney in Fact	☐ Attorney in Fact
□ Trustee □ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

63LI (Rev. 1993)



OIL AND GAS LEASE	www.kbp.com - kbp@kbp.com
ACRESMENT Made and entered into the 2nd day of January	2010
Figure 2 Defeat Trustee of the Edmund and Albiga Refort Deverable Trust dated April 2	2001
200 CHO 200 CH	2001
Albina Befort, Truseee of the Edmund and Albina Befort Revocable Trust dated April 2, 2	2001
Albina Beton, Trusece of the Exhibiting and Albina Beton Revocable Trust dated April 2, 2	.001
whose muiling address is 959 210th Ave., Hays, KS 67601 hereit	nafter called Lessor (whether one or more),
and TDI Oil Operations, LLC	
1310 Bison Road, Hays, KS 67601	hereinafter caller Lessee:
N IS	
Lessor, in consideration of Ten and additional————————————————————————————————————	irocarbons, 211 gases, and their respective tions, telephone lines, and other structures r respective constituent products and other
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The Southwest Quarter (SW/4)	m.
and	- Lay
The North Half of the Southeast Quarter (N/2 SE/4)	KH.
1. 1.50 4 10 177 4 040	man was the
In Section 11 Township 15South Runge 19 West and containing 240	acres, more or less, and all
Subject to the provisions herein contained, this lease shall remain in force for a term of Three (3) years from this date (called	ed "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 in consideration of the premises the said lessec covenants and agrees:	land is pooled.
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-eight	ghth (%) 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 at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (%) of the proceeds received by lessee from premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is 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 conside meaning of the preceding paragraph.	n such sales), for the gas sold, used off the not sold or used, lesser may pay or tender red that gas is being produced within the
This bease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall of this lesse or any extension thereof, the lessee shall have the right to drill such well to empletion with reasonable diligence and diligence and diligence and diligence and supplied found in paying quantities, this lesse shall continue and be in force with like effect as if such well had been completed within the term of ye	ich, and if oil or gas, or either of them, be ears 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 the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.	myalties herein provided for shall be paid
Lessec shall have the right to use, free of cost, gas, oil and water produced on said tand for lessee's operation thereon, except water When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.	from the wells of lessor.
nnen requested by jessor, jessue snatt oury sessee s pipe times 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 a  If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the cov  executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall  lessee has been farmished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lesse, in whole or in par  with respect to the assigned portion or portions arising subsequent to the date of assignment.	enants hereof shall extend to their heirs, Il be hinding on the lessee until after the
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 Pederal and State Laws, Executive Orders, Rules or Regulation	one and this leave 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 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	the result of, any such Law, Order, Rule or
any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and he subrogated to the resigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in as said right of dower and homestead may in any way affect the purposes for which this lesso is made, as recited herein.	rights of the holder thereof, and the under- n the premises described herein, in so far
Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion ther immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do in order to properly develop and operate is conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contigor units not exceeding 40 acres each in the event of an oil well, or into a unit or units not accessed in 40 acres each in the event of a gas record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing pooled into a tract or unit shall be treated, for all purposes except, the payment of nyalties on production from the pooled unit, as if it we found on the pooled acreage, it shall be treated as if production is had from this lense, whether the well or wells be located on the premises reyalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the reyalty stipula placed in the unit or his royalty interest therein on an acreage basis beers to the total acreage so pooled in the particular unit involved.	said lease premises so as to promote the uous to one another and to be into a unit well. Lesses shall execute in writing and the pooled acreage. The entire acreage so ere included in this lease. If production is covered by this lease or not. In the of the
8	
IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first shove written.  Witnesses:	
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Edmund Befort, Trustee of the Edmund and Albina Befort Revocable Trust dated April 2, 2001	9
Valdena Relat	
Albina Befort, Trustee of the Edmynd and Albina Befort Revocable Trust dated April 2, 2001	
and the state of t	0.00

OUNTY OF ELLIS the foregoing instrument v Edmund Befort, Trus	was acknowledged	hefore me this	_day of October		
v Edmund Befort, Trus	ee of the Edmund	and Albina Befort Revo	xable Trust dated A	pril 2, 2001	
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### TRUSTEE'S AFFIDAVIT

The Southwest Quarter (SW/4) and the North Half of the Southeast Quarter (N/2 SE/4) of

Section 11, Township 15 South, Range 19 West, Ellis County, Kansas containing 240 acres more or less.

We, Edmund Befort and Albina Befort, Trustees of the Edmund and Albina Befort Revocable Trust, dated April 2, 2001, being first duly sworn and under oath, state of our personal knowledge that:

- 1. We are the Trustees, under a trust dated April 2, 2001, to which the above described real estate was conveyed by deed to the Edmund and Albina Befort Revocable Trust, Edmund Befort and Albina Befort, Trustees, with said deed being recorded in the office of the Register of Deeds in Ellis County, Kansas.
- 2. We are the existing Trustees under the Trust and any amendments thereto, and we are authorized to convey the above described real estate, without any qualification whatsoever.
- 3. The Trust is in existence and we, as Trustees, are authorized to transfer the interests in the above described real estate.

Edmund Befort, Trustee of the Edmund and Albina Befort Revocable Trust, dated April 2, 2001

X China Befort

Albina Befort, Trustee of the Edmund and Albina Befort Revocable Trust, dated April 2, 2001

### **ACKNOWLEDGEMENT**

State of Kansas, County of Ellis

Subscribed and sworn to before me, this // day of October, 2011, by Edmund Befort, Trustee of the Edmund and Albina Befort Revocable Trust dated April 1, 2001 and by Albina Befort, Trustee of the Edmund and Albina Befort Revocable Trust dated April 1, 2001.

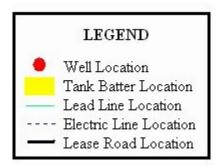
**Notary Public** 

My appointment expires:

# TDI, Inc.

License #4787 1310 Bison Road Hays, Kansas 67601

H: (785) 628-2593 C: (785) 259-3141



The Surface Notification Act requires notification to surface owner of proposed well site, tank battery, roads and etc. This notification is non-binding and locations can be changed by oil operator.

# **URBAN UNIT #1**

