

Well will not be drilled or Permit Expired Date: _

Signature of Operator or Agent:

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

SGA?

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

Expected Spud Date:	Spot Description:
month day year	Sec Twp S. R TE V
OPERATOR: License#	(Q/Q/Q/Q)
Name:	feet from E / W Line of Section
Address 1:	Is SECTION: Regular Irregular?
ddress 2:	(Note: Locate well on the Section Plat on reverse side)
Dity:	,
Contact Person:	County: Well #:
Phone:	
CONTRACTOR: License#	Field Name: - Is this a Prorated / Spaced Field? Yes N
Vame:	
	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Ground Surface Elevation:feet MS
Oil Enh Rec Infield Mud Rotary	
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile: Yes N
Disposal Wildcat Cable	Public water supply well within one mile: Yes Yes N
Seismic ; # of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
If OWWO: old well information as follows:	Surface Pipe by Alternate: II II
in ovvvo. Old well information as follows.	Length of Surface Pipe Planned to be set:
Operator:	
Well Name:	_ Projected Total Depth:
Original Completion Date: Original Total Depth:	
Directional, Deviated or Horizontal wellbore?	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore? Yes No f Yes, true vertical depth:	vven Tarri i ond Strict.
Bottom Hole Location:	DWR Permit #:
KCC DKT #:	(Note: Apply for Permit with DWR)
	viii cores be taken:
	If Yes, proposed zone:
Al	FFIDAVIT
The undersigned hereby affirms that the drilling, completion and eventual ${f p}$	lugging of this well will comply with K.S.A. 55 et. seq.
t is agreed that the following minimum requirements will be met:	
1. Notify the appropriate district office <i>prior</i> to spudding of well;	
2. A copy of the approved notice of intent to drill shall be posted on ea	ch drilling rig;
	et 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 first state of th	
 If the well is dry note, an agreement between the operator and the district office will be notified before well is either plute. 	strict office on plug length and placement is necessary <i>prior to plugging</i> ;
• • •	ted from below any usable water to surface within 120 DAYS of spud date.
	#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 l	be plugged. <i>In all cases, NOTIFY district office</i> prior to any cementing.
	pe plugged. <i>In all cases, NOTIFY district office</i> prior to any cementing.
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must be completed within 30 days of the spud date or the well shall ubmitted Electronically For KCC Use ONLY API # 15 -	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;
must be completed within 30 days of the spud date or the well shall ubmitted Electronically For KCC Use ONLY API # 15 Conductor pipe required feet	Remember to: - File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill;
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must be completed within 30 days of the spud date or the well shall ubmitted Electronically For KCC Use ONLY API # 15 Conductor pipe required feet Minimum surface pipe required feet per ALT I II	 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);
must be completed within 30 days of the spud date or the well shall ubmitted Electronically For KCC Use ONLY API # 15	 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;

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

Spud date: _



For KCC Use ONLY	
API # 15	

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

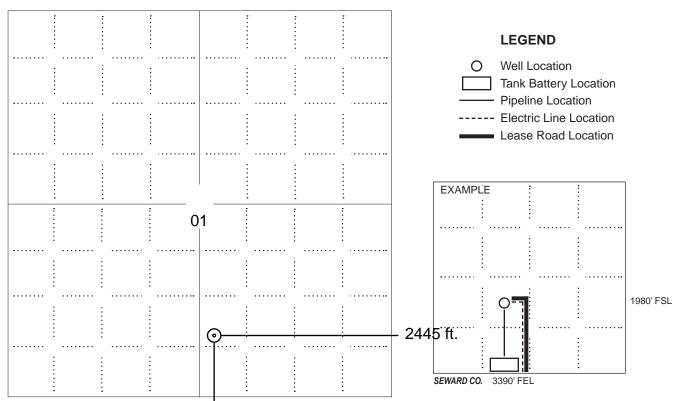
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

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.

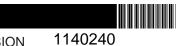


NOTE: In all cases locate the spot of the proposed drilling locaton.

840 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:	Pit is:		
Emergency Pit Burn Pit	Proposed	Existing	SecTwp R
Settling Pit Drilling Pit	If Existing, date co	nstructed:	Feet from North / South Line of Section
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 A	rea? Yes	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)
Is the bottom below ground level?	Artificial Liner?		How is the pit lined if a plastic liner is not used?
Yes No	Yes N	No	
Pit dimensions (all but working pits):	Length (fe	et)	Width (feet) N/A: Steel Pits
	om ground level to dee		
If the pit is lined give a brief description of the li material, thickness and installation procedure.	ner		dures for periodic maintenance and determining acluding any special monitoring.
Distance to nearest water well within one-mile of	of pit:	Depth to shallo Source of infor	west fresh water feet. mation:
feet Depth of water well	feet	measured	well owner electric log KDWR
Emergency, Settling and Burn Pits ONLY:		Drilling, Work	over and Haul-Off Pits ONLY:
Producing Formation:		Type of materia	ıl utilized in drilling/workover:
Number of producing wells on lease:		Number of world	king pits to be utilized:
Barrels of fluid produced daily:		Abandonment	procedure:
Does the slope from the tank battery allow all s flow into the pit? Yes No	pilled fluids to	Drill pits must b	e closed within 365 days of spud date.
Submitted Electronically			
	КСС	OFFICE USE O	NLY Liner Steel Pit RFAC RFAS
Date Received: Permit Num	her:	Dormi	t Date: Lease Inspection:Yes No



1140240

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.

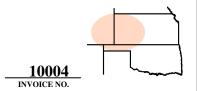
Select the corresponding form being filed: C-1 (Intent) CB-1 (CB-1)	Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	SecTwpS. R East
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip:+	If filing a Form T-1 for multiple 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:	
the KCC with a plat showing the predicted locations of lease roads, tank	dic Protection Borehole Intent), you must supply the surface owners and k batteries, pipelines, and electrical lines. The locations shown on the plat in the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
☐ I certify that, pursuant to the Kansas Surface Owner Notice A owner(s) of the land upon which the subject well is or will be to CP-1 that I am filing in connection with this form; 2) if the form to form; and 3) my operator name, address, phone number, fax, at ☐ I have not provided this information to the surface owner(s). I at KCC will be required to send this information to the surface owner(s).	cknowledge that, because I have not provided this information, the vner(s). To mitigate the additional cost of the KCC performing this
task, I acknowledge that I am being charged a \$30.00 handling 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
Submitted Electronically	



Pro-Stake LLC

Oil Field & Construction Site Staking

P.O. Box 2324 Garden City, Kansas 67846 Office/Fax: (620) 276-6159 Cell: (620) 272-1499

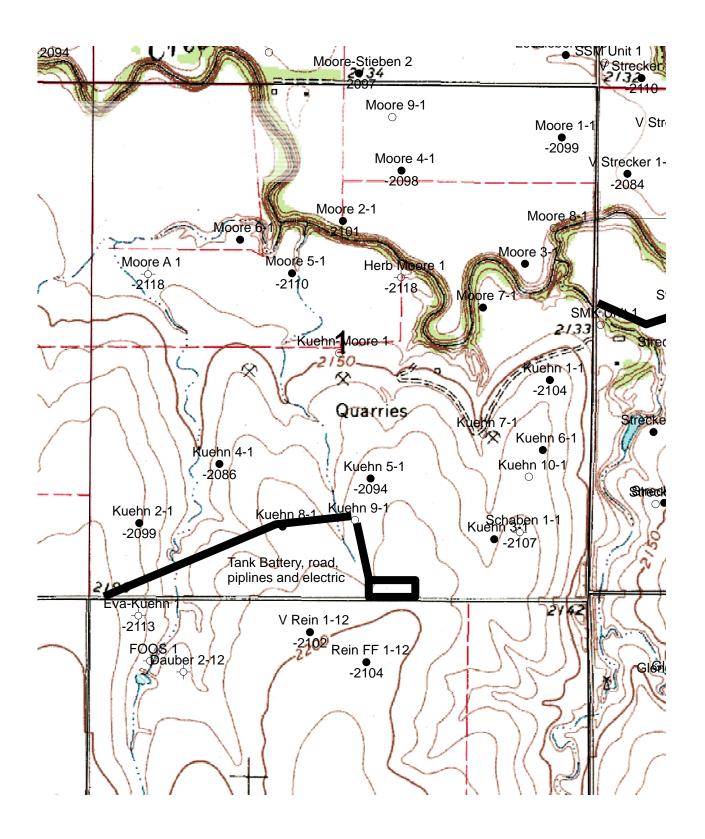


d042312-f

E-NE into

(gravel)

American Warrior Inc. Kuehn #9-1 LEASE NAME 840' FSL - 2445' FEL **Ness County, KS** 19s 22w LOCATION SPOT COUNTY Sec. Twp. 1" =1000 PROSPECT GR. ELEVATION: 2185.2° SCALE: April 5th, 2012 DATE STAKED: Ben R. **Directions:** From the North side of Bazine, Ks at the intersection MEASURED BY: Hwy 96 & Main St. South - Now go 0.7 mile S-SE on Main St. -Luke R. DRAWN BY: Now go 0.3 mile SW on Repine Ave. – Now go 0.2 mile South on Scott C. AUTHORIZED BY:_ Austin St./S DD Rd to the NE corner of section 1-19s-22w – Now go 1 mile South on Austin St./DD Rd - Now go 1 mile West on 110 Rd to ingress E-NE into - Now go 0.6 mile E-NE on lease rd to ingress This drawing does not constitute a monumented survey South into - Now go approx. 330' South through pasture into staked or a land survey plat. This drawing is for construction purposes only. Final ingress must be verified with land owner or Operator. 3 phase <u>21</u>34^{18 S} powerline 120 Rd (gravel) tank battery 3 phase crp single phase across creek only remainder underground crp gate Kuehn #9-1 840' FSL - 2445' FEL 2185.2' = gr. elev. at staked loc. cattle guard NAD 83 Lat. =N38° 25' 26.833" Long. = W99° 42' 17.589" prod well I staked location with 7' wood (gravel) 2183.7' = gr. elev. & is 461.9' N-NE (painted orange & blue) and t-post Location falls in pasture of staked loc. While standing at staked location looking approx 150' in all directions loc. has 1' to 3' bumps ingress South into West has 6.2' of drop **60** prod well pasture. Ø 3 phase E-W fence is 121.4' powerline South of staked loc. 3 phase cattle guard 🔰 powerline ed stubble ag entry tank battery 110 Rd (gravel) CC Rd



OIL AND GAS LEASE

THIS AGREEMENT,	Entered into this the 22nd day of	October		_, 20 05	between
Larry Kuehn and Su	usan Kuehn, his wife				
				:	
	11.00		hereinafter c	alled Lessor (whe	ether one or more),
and American Warri	ior, Inc.			·	,
			4	,hereinaf	fter called Lessee:
herein provided and of investigating, explorin gases, and their respec- tanks, power stations, transport said oil, liqui	ration of Ten (10) & O.V.C. of the agreements of the lessee he ag by geophysical and other means, stive constituent products, injecting telephone lines, and other structur- id hydrocarbons, gases and their re s employees, the following describe State of Kans	prein contained, hereby gra- prospecting drilling, mini- gas, water, other fluids, an- es and things thereon to pro- spective constituent produced land, together with any i	ants, leases and lets exclusiving and operating for and product air into subsurface strata, landuce, save, take care of, treats and other products manual.	vely unto lessee aducing oil, liquid aying pipe lines, seat, manufacture, factured therefron acquired interest,	for the purpose of d hydrocarbons, all storing oil, building process, store and m, and housing and
The Southeast Quar	rter (SE/4)				
					-
In Section 1	Township 19 South	, Range 22 West	, and containing 160	acres, m	ore or less, and all
accretions thereto.					
Subject to the provi	isions herein contained, this lease sl	hall remain in force for a te	rm of Three (3)	years from th	nis date (called

prior to the expiration of the primary term, Lessor agrees that Lessee shall have a reasonable time, not to exceed <u>ninety</u> (90) days, within which to obtain such rotary drilling rig and commence operations for the drilling of a well.

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

1st. To deliver to the credit of lessor, free of cost, in the pipeline 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.

"primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is or can be produced from said land or land with which said land is pooled. If, due to circumstances beyond Lessee's control, Lessee is unable to obtain a rotary drilling rig

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. At any time, either before or after the expiration of the primary term of this lease, if there is a gas well or wells on the above land (and, for the purposes of this clause, the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, before or after production therefrom, lessee or any assignee hereunder may pay or tender annually, within sixty (60) days after the end of each yearly period during which such gas well or gas wells are shut-in, as substitute gas royalty, One Dollar (\$1.00) per net mineral acre retained hereunder, for the acreage then held under this lease, by the party making such payments or tenders, and, if such payments or tenders are made, it shall be considered under all provisions of this lease that gas is being produced from the leased premises in paying quantities.

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.

Lessee shall bury lessee's pipelines 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 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

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 herby 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 any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be on the accelessors, for themselves and description in so far as said right of ucc.

State of Kansas Ness County

Book: 298 Page: 269
#: 483
Recorded: 2

**Connection of themselves and themselves are said right of ucc.

State of Kansas Ness County

Recording Fee: \$12.00 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.

Receipt #: 483 Pages Recorded: 2 Cashier Initials: MH

Book: SAR bage: S70

Lessee, at its option, is hereby given the right and power to pool or combine the accessery or advisable to do so in order to properly develop and 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 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 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 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 never included in the production of the royalty stipulated herein as the royalty increase shall receive on production from a unit or production of the royalty sitpulated 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.

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	YTNUO
Notary Public	TATE OF
soines	y commis
	uogavar a
BERNICE WOOKE	ATE OF
Serires A 171/6 aspires A 6/7/6 aspires A 6/7/	
ng instrument was acknowledged before me this Clay of Class Class Conson Kuehn, his wife	
Ness Total	O YTNU
SS# or Tax #: Kansas	ATE OF
:# xBT to #22	
And Mac Tax #:	nsan Ki
mte Mas Track:	BILLY KUE
SSS WHEREOF, we sign the day and year first above written.	MILNE
acre shall be paid to the lessor.	s Isnenir
on Commission. In the event the lessee elects to exercise this option, a consideration of Five dollars (\$5.00) per	
extend this lease for an additional one (1) year provided the following conditions are met. The lessee shall review the nic covering this lease with the lessor. The lessee shall have an approved Intent to Drill filed with the Kansas	

OIL AND GAS LEASE		AWI-
THIS A CIDED WITH THE ALL AND A CIDED AND		
Larry Kuehn and Susan Kuehn, his wife		between
hereinafter		ner one or more)
and American Warrior, Inc.		
		r called Lessee:
Lessor, in consideration of Ten (10) & O.V.C. Dollars in hand paid, receipt of which is her herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusion investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and prograss, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products man otherwise caring for its employees, the following described land, together with any reversionary rights and after the County of Ness State of Kansas The Southwest Quarter (SW/4)	sively unto lessee for roducing oil, liquid laying pipe lines, sto treat, manufacture, pufactured therefrom, r-acquired interest, the vit:	or the purpose of hydrocarbons, all bring oil, building process, store and and housing and herein situated in
in Section 1 , Township 19 South , Range 22 West , and containing 16	SO 00000 moo	an or loss and all
accretions thereto.	acres, moi	e or less, and all
from said land or land with which said land is pooled. If, due to circumstances beyond Lessee's control, Lessee is prior to the expiration of the primary term, Lessor agrees that Lessee shall have a reasonable time, not to exceed to obtain such rotary drilling rig and commence operations for the drilling of a well. In consideration of the premises the said lessee covenants and agrees: 1st. To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said lately oil produced and saved from the leased premises. 2 nd . To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or use therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more the eceived by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products of the premises.	and, the equal one-eid in the manufacture than one-eighth (1/8)	ghth (1/8) part of of any products of the proceeds
nonthly. At any time, either before or after the expiration of the primary term of this lease, if there is a gas well he purposes of this clause, the term "gas well" shall include wells capable of producing natural gas, condensated wells classified as gas wells by any governmental authority) and such well or wells are shut-in, before or after assignee hereunder may pay or tender annually, within sixty (60) days after the end of each yearly period during shut-in, as substitute gas royalty, One Dollar (\$1.00) per net mineral acre retained hereunder, for the acreage the naking such payments or tenders, and, if such payments or tenders are made, it shall be considered under all proproduced from the leased premises in paying quantities.	Il or wells on the aboute, distillate or any go er production therefro, which such gas well en held under this le	ve land (and, for aseous substance om, lessee or any lor gas wells are ase, by the party
This lease may be maintained during the primary term hereof without further payment or drilling operations, a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in lad been completed within the term of years first mentioned.	completion with reas	onable diligence
If said lessor owns a less interest in the above described land than the entire and undivided fee simple estorovided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and und		royalties herein
Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation of lessor.	thereon, except water	er from the wells
Lessee shall bury lessee's pipelines below plow depth.		
No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written conser	nt of lessor.	

Lessee shall pay for damages caused by lessee's operations to 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

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 Oppulminary, failure is the result of, any such Law, Order, Rule or Regulation.

Lessor herby 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 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.

State of Kansas Ness County

State of Kansas Ness County

Book: 298 Page: 271
Receipt *: 483
Pages Recorded: 2
Cashier Initials: MH

Date Recorded: 12/13/2005 2:35:00 PM



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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 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 conveyance records of the county in which the land herein leased is situated the 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 an instrument of royalties on production from the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the particular of royalties on production from the pooled acreage. The entire acreage so pooled only such portion of the pooled acreage, it shall receive on production from a unit so production is had from this lease, whether the well or wells be located only such portion of the royalty stipulated herein as the royalties elsewhere herein specified, leasor 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.

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TINESS WHEREOF, we sign the day and year first above written.
eral acre shall be paid to the lessor.
oration Commission. In the event the lessee elects to exercise this option, a consideration of Five dollars (\$5.00) per
seismic covering this lease with the lessor. The lessee shall have an approved intent to Drill filed with the Kansas
the end of the primary term, this lease is not otherwise extended by production, lessee or its assigns is hereby granted an on to extend this lease for an additional one (1) year provided the following conditions are met. The lessee shall review the

Conservation Division Finney State Office Building 130 S. Market, Rm. 2078 Wichita, KS 67202-3802



Phone: 316-337-6200 Fax: 316-337-6211 http://kcc.ks.gov/

Sam Brownback, Governor

Mark Sievers, Chairman Thomas E. Wright, Commissioner Shari Feist Albrecht, Commissioner

May 29, 2013

Scott Corsair American Warrior, Inc. 3118 Cummings Rd PO BOX 399 GARDEN CITY, KS 67846

Re: Drilling Pit Application Kuehn 9-1 SE/4 Sec.01-19S-22W Ness County, Kansas

Dear Scott Corsair:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed **without slots**, the bottom shall be flat and reasonably level, and the free fluids must be removed. The fluids are to be removed from the reserve pit within 96 hours of completion of drilling operations.

If production casing is set all completion fluids shall be removed from the working pits daily. NO completion fluids or non-exempt wastes shall be placed in the reserve pit.

The fluids should be taken to an authorized disposal well. Please call the District Office at (620) 225-8888 when the fluids have been removed. Please file form CDP-5 (August 2008), Exploration and Production Waste Transfer, through KOLAR within 30 days of fluid removal.

A copy of this letter should be posted in the doghouse along with the approved Intent to Drill. If you have any questions or concerns please feel free to contact the District Office at (620) 225-8888.