

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	
OPERATOR: License#	feet from N / S Line of Section
Name:	feet from E / W Line of Sectio
Address 1:	Is SECTION: Regular Irregular?
Address 2:	(Note: Locate well on the Section Plat on reverse side)
City: State: +	County:
Contact Person:	Lease Name: Well #:
Phone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
Name:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
Oil Enh Rec Infield Mud Rotary	Ground Surface Elevation:feet MS
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile:
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 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:
Directional, Deviated or Horizontal wellbore? Yes No	Well Farm Pond Other:
f Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR)
KCC DKT #:	Will Cores be taken? Yes N
	If Yes, proposed zone:
AFF	FIDAVIT
The undersigned hereby affirms that the drilling, completion and eventual plu	gging 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;	drilling ria:
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Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202



SEWARD CO. 3390' FEL

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.

Number of Acres attributable to well: QTR/QTR/QTR of acreage: Is Section: Regula Regula Regula Regula Regula PLAT Show location of the well. Show footage to the nearest lease or unit boundary line. Show lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface You may attach a separate plat if desired. 175 ft.	Owner Notice Act (House Bill 2032).
Number of Acres attributable to well: OTR/QTR/QTR of acreage: Is Section: Regula Regula Regula Regula PLAT Show location of the well. Show footage to the nearest lease or unit boundary line. Show lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface You may attach a separate plat if desired. 175 ft.	S. R E W r or Irregular cocate well from nearest corner boundary. NE NW SE SW chow the predicted locations of Owner Notice Act (House Bill 2032).
Number of Acres attributable to well: Is Section: Regula QTR/QTR/QTR of acreage: If Section is Irregular, Id Section corner used: Section corner used: PLAT Show location of the well. Show footage to the nearest lease or unit boundary line. She lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface You may attach a separate plat if desired. 175 ft.	r or Irregular cocate well from nearest corner boundary. NE NW SE SW chow the predicted locations of Owner Notice Act (House Bill 2032).
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· · · · · · · · · · · · · · · · · · ·	ft.
1420	
	LEGEND
	O Well Location Tank Battery Location Pipeline Location Electric Line Location Lease Road Location
TE	EXAMPLE
7	
	1980' FSL

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

In plotting the proposed location of the well, you must show:

- 1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
- 2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
- 3. The distance to the nearest lease or unit boundary line (in footage).
- 4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).
- 5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.



Kansas Corporation Commission Oil & Gas Conservation Division

1156097

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) Is the pit located in a Sensitive Ground Water A Is the bottom below ground level? Yes No Pit dimensions (all but working pits):	Artificial Liner? Yes N Length (fee	(bbls) No lo epest point:	SecTwpRBast WestFeet from North / South Line of SectionFeet from East / West Line of SectionCounty Chloride concentration:mg/l
Distance to nearest water well within one-mile of	of nit-	Depth to shallo	west fresh water feet.
		Source of infor	nation:
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	l utilized in drilling/workover:
Number of producing wells on lease:		Number of wor	king pits to be utilized:
Barrels of fluid produced daily:		Abandonment	procedure:
Does the slope from the tank battery allow all spilled fluids to flow into the pit? Yes No		Drill pits must b	e closed within 365 days of spud date.
Submitted Electronically			
	KCC (OFFICE USE O	Liner Steel Pit RFAC RFAS
Date Received: Permit Numl	ber:	Permi	t Date: Lease Inspection: Yes No



1156097

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).

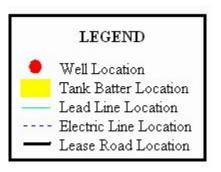
Any such form submitted without an accompanying Form KSONA-1 will be returned.

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:			
Address 1:	County:		
Address 2:	Lease Name: Well #:		
City:	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 a 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			

TDI, Inc.

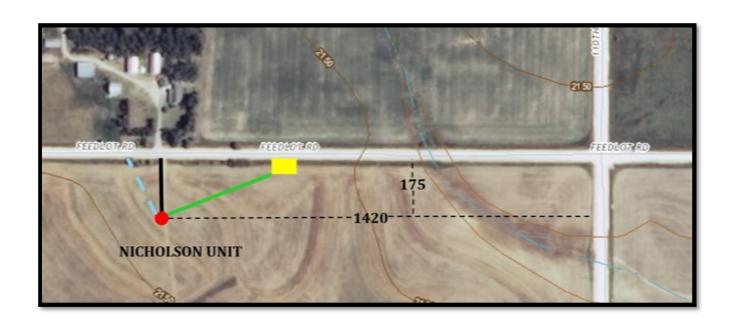
License #4787 1310 Bison Road Hays, Kansas 67601

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.

NICHOLSON UNIT #1



63U (Rev. 1993)



,	OIL AND GAS LE	ASE	www.klip.com \lipfi)khp.com
AGREEMENT, Made and entered into the 29th	day of May		2012
by and between The Pauline A. Nicholson			er 26, 2000, by
Philip T. Nicholson, Jack A. Nich	nolson and Paulette		
THE CO. LEWIS CO., LANSING			
whose mailing address is 1779 110th Ave., Ell			ter called Lessor (whether one or more)
and TDI Oil Operations, LLC			
1310 Bison Road, Hays, KS 6760	1		hereinafter caller Lessee
Lessor, in consideration of Twenty and additioners acknowledged and of the royalties berein provided and of the investigating, exploring by geophysical and other means, prosponsitioner produces, insert on the fluids, and ar into and things thereon to produce, save, take care of, freat, manufacture produces manufactured therefrom, and housing and otherwise cannot there is situated in County of 21118	seeing diffing, finning and operating subsurface affara, laying pipe lines, stor , process, store and transport said oil, li- g for its simplayees, the following desc	ing oil, building tanks, power station poid hydrocarbons, gases and their re ribed tand, together with any revenie	specifies and other structures specifies constituent products and other sometiment products and other onary rights and after acquired uncrest,
The N	Jortheast Quarter (N	UE/4}	Seneral July State of State
In Section 7 Township 13 South	20 West	160	
accretions thereto. Subject to the provisions herein contained, this lease shall			
Subject to the provisions herein contained, this leave shall as oil, liquid hydrocarbons, gas or other respective constituent prod In consideration of the premises the said lossec covenants. 1st. To deliver to the credit of lessor, free of cost, in the p	lucts, or any of them, is produced from and agrees:	said land or land with which said in	ind is poofed.
from the leased premises			
2nd. To pny lessor for gas of whitsoever nature or kind, in the market price at the well, that, us to gas solid by lease, in in promises, or in the manufacture of products therefrom, said paymas royalty One Dollur (81-00 per year per net mineral acre return meaning of the preceding paragraph.	o event more than one-eighth (%) of the	e proceeds received by lessee from a rom a well anothering gas only as no	uch soles), for the gas sold, used off the t sold or used, lessee may pay or tende
This lease may be maintained during the primary term hof this lease or any extension thereof, the lease shall have the rigidoud in paying quantities, this lease shall continue and be in forcible it said lessor owns a less interest in the above described	tht to drill such well to completion will e with like effect as if such well had be	h reasonable diligence and dispatch en completed within the term of year	, and if oil or gus, or either of them, be a first mentioned.
the said lessor only in the proportion which lessor's interest benrs. Lessee shall have the right to use, free of cost, gas, oil and When requested by lessor, lessee shall bury lessee's pipe lin	to the whole and undivided fee. water produced on said land for lessee		
No well shall be drilled nearer than 200 feet to the house of	r barn now on said premises without w	ritten consent of lessor.	
Lessee shall pay for damages caused by lessee's operations Lessee shall have the right of any time to remove all mach If the estate of either party hereto is assigned, and the executors, administrators, successors or assigns, but no change i isosee has been furnished with a written transfer or assignment o	incry and fixtures placed on said prem privilege of assigning in whole or in in the awnership of the land or assig r a true copy thereof. In case lessee ass	part is expressly allowed, the coven ament of centals or royalties shall be	ants hereof shall extend to their beirs be binding on the lessee until after the
with respect to the assigned portion or portions arising subsequent Lessee may at any time execute and deliver to lessor or t	place of record a release or releases co	vering any portion or portions of the	· above described premises and thereby
surrender this lease as to such partion or portions and be relieved a All express or implied covenants of this lease shall be sub- an while or in part, nor lessee held liable in damages, for failure t Regulation.	eject to all Federal and State Laws. Ex to comply therewith, if compliance is p	ecutive Orders, Rules or Regulations revented by, or if such failure is the	result of, any such Law, Order, Rule o
Lessor bereby warrants and agrees to defend the title to the any mortgages, taxes or other liens on the above described lands, signed lessors, for themselves and their heirs, successors and assets as said right of dower and homestead may in any way affect the p	in the event of default of payment by ngns, hereby surrender and release al urposes for which this lease is made, a	lessor, and he subroguted to the rig right of dower and homestead in t s recited herein.	hts of the holder thereof, and the under he premises described herein, in so fu
Lessee, at its option, is hereby given the right and power immediate vicinity thereof, when in lessee's judgment it is nece conservation of oil, gas or other minerals in and under and that or units not exceeding 40 across each in the event of an oil well, or record in the conveyance records of the county in which the har pooled into a tract or unit shall be treated, for all purposes exceptional on the pooled energy, it shall be treated so for production is covalities elsewhere herein specified, lesser shall reserve on producted in the unit or his royalty interest therein on an acrosse has	esanty or advisable to do no in order may be produced from said premises, or into a unit or units not exceeding 64 at the nein leased is situated an instru- t the payment of royalties on producti- had from this lease, whether the well- luction from a unit so pooled only s	to properly develop and operate sai- such pooling to be of tracts contiguo 0 acres each in the event of a gas we ment identifying and describing the non-from the profed unit, as if it wers are wells be located on the premises a not portion of the royalty stipulates	id lease premises so as to premote the one to one mother and to be into a uni- rell. Lessee shall execute in writing and pooled acreage. The entire acreage a e included in this lease. If production a overed by this lease or not. In lieu of the
If the leased premises are now or shall premises may nevertheless be developed hereunder shall be divided among and package owned by each separate owner hobligation on the part of the lessee to this lease may now or hereafter be separate receiving or measuring tanks	i and operated as one paid to such separate pears to the entire less of offset wells on seguinded by sale, devi	lease, and all royal owners in the propor eased acreage. There earate tracts into wh	ties accruing tion that the shall be no nich the land covered
IN WITNESS WITEREOF, the undersigned execute this in Witnessess	strument as of the day and year first a	have written.	
the following I to the	ne A. Nicholson Revocable	e Family Trust dated 3	00 1 1 1 1 1 1 1 1 1 1
Souther 17, Day	The Manual Property of the Control o	Damille Throne does 2 Care	

TATE OFCorado :OUNTY OF = Soulder The foregoing instrument was acknowledged be by Philip T. Nicholson, Trustee dated September 26, 2000	ACKNOWLEDGMENT FOR INDIVIDUAL (ASORGANS)
My commission expires 10-29-2014	JARROD-GŁOĎŦ Notary Public State of Co/orado
TATE OF <u>Kansas</u> COUNTY OF <u>Ellis</u> The foregoing instrument was acknowledged be by Jack A. Nicholson, Trustee of	the Pauline A. Nicholson Revolutionary 11436
dated September 26, 2000 My commission expires _ 2 24-2013	(m () t
STATE OF Kansas COUNTY OF K. E	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
My commission expires 10-16-2016	2 X Sondra a Wade Notary Public
by ,	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) sefore me this day of
	Notary Public
OIL AND GAS LEASE FROM TO	Section Twp Rge No. of Acres County County County County County This instrument was filted for record on the I day of 2.10 Octock P.M. and duly recorded in Book 200 Page 679 of the recorded return to When recorded return to When recorded return to
146.	
My commission expires	Notary Public

TRUSTEE'S AFFIDAVIT

The Northeast Quarter (NE/4)

in Section 7, Township 13S, Range 20W, Ellis County, Kansas and containing 160 acres more or less.

We, Philip T. Nicholson, Jack A. Nicholson and Paulette N. Harp, Trustees of the Pauline A. Nicholson Revocable Family Trust dated September 26, 2000, being first duly sworn and under oath, state of our personal knowledge that:

1. 2. 3. 4.	We are the Trustees, under a Trust dated September 26, 2000, to which the above described real estate was conveyed by deed to Philip T. Nicholson, Jack A. Nicholson and Paulette N. Harp, Trustees of the Pauline A. Nicholson Revocable Family Trust dated September 26, 2000, pursuant to a deed recorded in in the office of the Register of Deeds in Ellis County, Kansas. We are the existing Trustees under the Trust and any amendments thereto, and we are authorized to convey the Trust's interest in the above described real estate, without any qualification whatsoever. The Trust is a revocable trust. The Trust is in existence and we, as Trustees, are authorized to transfer the Trust's interests in the above described real estate. Philip T. Nicholson, krustee of the Pauline A. Nicholson Revocable Family Trust dated September 26, 2000 Tack A. Nicholson, Trustee of the Pauline A. Nicholson Revocable Family Trust dated September 26, 2000 Paulette N. Harp, Trustee of the Pauline A. Nicholson Revocable Family Trust dated September 26, 2000
	ACKNOWLEDGMENT
	State of Colorado, County of Boulder
	Subscribed and sworn to before me, this 6th day of Jace, 2012, by Philip T. Nicholson, Trustee of the Pauline A. Nicholson Revocable Family Trust dated September 26, 2000. JARROD GLODT Notary Public State of Colorado My appointment Apriles: 10-29-2014
	ACKNOWLEDGMENT
	State of KANSAS, County of ELLIS
	Subscribed and sworn to before me, this 31 day of May , 2012, by Jack A. Nicholson, Trustee of the Pauline A. Nicholson Revocable Family Trust dated September 26, 2000. NOTARY PUBLIC - State of Kensas JEAN M. JOHNSON Notary Public My Appliero. 2 241 11 Notary Public My Appliero.
	ACKNOWLEDGMENT
	State of KANSAS, County of <u>F///S</u> Subscribed and sworn to before me, this <u>/ 8/</u> day of <u>Jane</u> , 2012, by Paulette N. Harp, Trustee of the Pauline A. Nicholson Revocable Family Trust dated September 26, 2000.

Notary Public	State of KANSAS, County of £///\$ Subscribed and sworn to before me, this / of Harp, Trustee of the Pauline A. Nicholson Revoca	_ day of <u>June</u> , 2012, by Paulette N. able Family Trust dated September 26, 2000.
My appointment expires: 10 -16 -3012- RROW 8 (1 () PAGE 6 8 1	My appointment expires: /0 -/6 -do/>-	Notary Public

BOOK 800 PAGE 681



63U (Rev. 1993)	OIL AND GAS LEASE	www.kbp.cum-kbp@kbp.com
23	rd day of February	2011
AGREEMENT, Made and entered into the	erry Bittel, husband and wife	
y and hetween and		
Rodney Bittel and Pa	atricia Bittel, husband and wife	
	70.070	(c) the more
	Road, Ellis, KS 67637	hercinafter called Lessor twitether the in panel,
TDI Oil Operations, LLC	67603	, hereinafter coller Lessee:
1310 Bison Road, Hays, KS	10	0.0+
s here acknowledged and of the myalties herein provide of investigating, exploring by geophysical and other me constituent products, injecting gas, water, other fluids, and things thereon to produce, save, take care of, trad, monotoures manufactured therefrom, and bousing and othe	additional — Dollars is 10 and of the agreements of the lessee herein contained, hereby grants, le cans, prospecting drilling, mining and operating for and producing oil, and air into subsource arran, hysing pipe lines, soring oil, building tanks, anufacture, process, store and transport said oil, liquid hydrocarbons, gas revise caring for its employees, the following described land, together with the control of the contro	liquid hydrocarbons, all gases, and their respective power statious, telephone lines, and other structures es and their respective constituent products and other th any reversionary rights and after-acquired interest,
herein situated in County ofEIIIS	State of Kansas	PIC
		Direct La
The West Ha	alf of the Southeast Quarter (W/2 SE	1/4) - americal K
	South 20 West and containing 80	acres, more or less, and all
n Section, Township	Three (3)	is dute (called "primary term"), and us long therester
s oil, liquid hydrocartions, gas or other respective const	ditterit products, or any or them, to product	
1st. To deliver to the credit of lessor, free of co	ost, in the pipe line to which lessee may connect wells on said land, the e	
2nd. To pay lessor for gas of whatsoever nato at the market price at the well, that, as to gas sold by	ore or kind produced and sold, or used off the premises, or used in the nelesses, in no event more than one-eighth (%) of the proceeds received having payments to be made monthly. Where gas from a well producing acre etained hereunder, and if such payment or tender is made it wil	was as less to not gold or used losses muy pay or tender
This lease may be maintained during the prim	nary term hereof without further payment or drilling operations. If the have the right to drill such well to completion with reasonable diligence d be in force with like effect as if such well had been completed within th	lessee shall commence to drill a well within the term
thund in paying quantities, this make shall continue and	e described hard than the entire and undivided fee simple estate thereis	n, then the royalties herein provided for shall be paid
	erest hears to the whole and undivided ice. gas, oil and water produced on said land for lessee's operation therson, c	
When requested by lessor, lessee shall bury less	ee's pipe lines below plaw depth. the house or burn now on said premises without written consent of lesso	T
Legge shall one for damages caused by lessee's	s operations to growing crops on said land.	
If the estate of either party hereto is assigned executors, administrators, successors or assigns, but release has been furnished with a written transfer or as	we all machinery and fixtures placed on said promises, including the rigid, and the privilege of assigning in whole or in part is expressly allow no change in the ownership of the land or assignment of rentals or resignment or a true cupy thereof, in case lesses ussigns this lease, in who subsequent to the date of assignment.	oyalties shall be binding on the lessee until after the ole or in part, lessee shall be relieved of all obligations
Lessee may at any time execute and deliver to	n lessor or place of record a release or releases covering any purtion or	
All express or implied covenants of this lease s in whole or in part, nor lesses held liable in damages,	shall be subject to all Federal and State Laws, Executive Orders, Rules for failure to comply therewith, if compliance is prevented by, or if suc	a lande to the reserve
any mortgages, taxes or other seps on the above descri- signed lessors, for themselves and their heirs, aucress	te title to the lands herein described, and agrees that the lessee shall have tiked lands, in the event of default of poyment by lessor, and he subrect one and assigns, hereby surrender and release all right of dower and I affect the purposes for which this lesse is made, as recited herein.	homestead in the premises described herein, in so fa
Lessee, at the option, is hereby given the right immediate vicinity thereof, when in lessee's judgmen conservation of oil, gas or other minerals in and unde or units not exceeding 40 serves each in the event of a record in the conveyance records of the county in wh	and power to pool or combine the acresge covered by this lease or any it is in excessivy or advisable to do so in order to properly develop a er and that may be produced from said premises, such pooling to be of n oil well, or into a unit or units not exceeding 640 across each in the en- nich the land herein leased is situated an instrument identifying and	tracts contiguous to one another and to be into a uni- vent of a gas well. Lessee shall execute in writing and describing the pooled acreage. The entire acreage si- tion is if were included in this lease. If production is
found on the pooled acreage, it shall be treated as it pro- royalties elsewhere herein specified lessor shall recei	posses except the payment of royavites on princate in this to booked on doubtion is had from this lease, whether the well or welly be located on live on production from a unit so pooled only such portion of the royacreage basis hears to the total acreage so pooled in the particular unit is	yalty stipulated herein as the amount of his acroag
IN WITNESS WHEREOF, the undersigned exe	weute this instrument as of the day and your first above written.	<u>v</u>
Stanley Bille	t Kin De	u _e
Stanley Bittel	Kerry Bittel	<u> </u>
Kelven & Till	A Carried	xill-L
Badnay Bitted	Datricia Ditta	J

STATE OF KANSAS ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)	
COUNTY OF ELLIS ACKNOWLEDGMENT FOR INDIVIDUAL (KSOKCONE) The foregoing instrument was acknowledged before me this	2011
by Stanley Bittel and	2011
My commission expires A ROLLY PIELE State of Cancer Many Public Notary P	
A THE CONTRACT OF A PARTY OF THE PARTY OF TH	
STATE OF KANSAS	
COUNTY OF ELLIS ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)	
The foregoing instrument was acknowledged before me this day of the end of by Kerry Bittel	2011
My commission expires MILLE HAAS Y NO. (U 1969) MILLE HAAS Y NO. (U 1969) MOTATE OF PUBLIC STATE OF PUBLIC Notary Public No. (N	
STATE OF KANSAS	
COUNTY OF ELLIS ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)	
The toregoing instrument was acknowledged before me this day of	2011
by Rodney Bittel and and	
AULAST PUSCE State of Kansas A	
my commission expires Street My Appt Esp. (13-13)	
Notary Public	
Wanga c	
STATE OF KANSAS COUNTY OF ELLIS ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)	
The foregoing instrument was acknowledged before me this 13 day of 1707,	2011
hy Patricia Bittel	
A ROTATT PRISCIP. STATE OF REASAS	
My commission expires 1 MANY DOWNING MICHAEL HY MONTH EXP 273-13 MICHAEL MANY DOWNING	
Recommendation and the Control of th	
OIL AND GAS LEASE PROM PROM Date Section Twp. Ree No. of Acres County C	
ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe) COUNTY OF ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe) The foregoing instrument was acknowledged before me this day of A corporation, on behalf of the corporation. My commission expires Notary Public	

BOOK

6311 (Rev. 1003)



OIL AND	GAS LEASE (99-115) Wickida, KS (2701-070) Wickida, Wickida, KS (2701-070) Wickida, Wickida, Wickida, KS (2701-070) Wickida, Wickida, KS (2701-070) Wickida, Wickida, KS (2701-070) Wickida, Wickida
AGREEMENT, Made and entered into the 23rd day of Feb	pruary) 201:
by and between William Pfannenstiel and Cynthia Pf	
An all a fine part \$4.	
whose mailing address is c/o 171 Feedlot Road, Ellis, KS	5 67637 hercinafter called Lessor (whether one or murch
and TDI Oil Operations, LLC	E S 1:000 POURSES DESCRIPTION OF BOST SON ACCOUNTS OF SON
1310 Bison Road, Hays, KS 67601	hereinafter callet Lesace:
and things thereon to produce save take care of treat manufactures product store and to	Dollars (\$ 10.00+) in hand paid, receipt of which resee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose g and operating for and producing oil, liquid hydrocarbons, all gases, and their respective gp pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures responsible oil liquid hydrocarbons, gases and their respective constituent products and other following described land, together with any reversionary rights and after acquired interest, State of Kansas described as follows to-with
	/ PK
The West Half of the Southe	east Quarter (W/2 SE/4)
In Section 6 13 South 20 W	est 80 scres, more or less, and all
In consideration of the premises the anid bessee coverants and agrees. Int. To delive to the credit of lessor, free of cost, in the pipe line to which lessor from the lessed premises. 2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or at the market price at the well, tout, as to gas soid by lessee, in no event more than one promises or in the manufacture of products therefrom, said payments to be made month as royally one bollar (31.00) per year per net mineral accer retained hereunder, and if a meaning of the preceding paragraph. This lessee may be maintained during the primary term hereof without further of this lesse shall continue and be in force with like effect as if is found in purying quantities, this lesses shall continue and be in force with like effect as if is found in purying quantities, this lesses hall continue and be in force with like effect as if is the said lessor only in the proportion which lessor's interest bears to the whole and undivided the said lessor only in the proportion which lessor's interest bears to the whole and undivided the said lessor only in the proportion which lessor's interest bears to the whole and undivided the said lessor only in the proportion which lessor's interest bears to the whole and undivided the said lessor only in the proportion which lessor's interest bears to the whole and undivided the said lessor only in the proportion of the sessor and the produced on said When requested by lessor lesses a shall have the right at any time to remove all machinery and fixtures place. It is esseent as the said lessor of the said lessor of the said lessor of the said of the privilege of assigning the said lessor and the privilege of assigning executors, administrators, accessors or assigns, but no change in the ownership of the lessee has been furnished with a written transfer or assignment or a rate copy thereof. If with respect to the assigned portion or portions arising subsequent to the dute of assignment warrender this lesses at any other	and antivided fee simple estate therein, then the royalties herein provided for shall be paid ided fee. I land for lessee's operation thereon, except water from the wells of lessor. I land for lessee's operation thereon, except water from the wells of lessor. It is without written consent of lessor. It is an only premises, including the right to draw and remove casing. In whole or in part is expressly allowed, the covenants hereof shall extend in their heirs, in whole or in part is expressly silowed, the covenants hereof shall extend in their heirs, in the lessee shall shall be inding on the lessee until after the case lessee assigns this leuse, in whole or in part, lessee shall be relieved of all obligations rid. I or releases covering any portion or portions of the above described premises and thereby the acreage surrendered. State f.aws, Executive Orders, Rules or Regulations, and this lesse shall not be terminated, compliance is prevented by, or if such failure is the result of, any such f.aw, Order, Rule or and agrees that the lessee shall have the right at any time to redeem for lessor, by payment of payment by lessor, and be subragated to the rights of the holder thereof, and the under and release all right of dower and homesteed in the premises described herein, in so far sace is made, as recited herein, as of an acreage covered by this lessor was one or any portion thereof with other land, lease or lesses in the to so in order to properly develop and operate said lesse primises so as to promote the lost of more than the such pooling to be of treationing the pooled acreage. The entire acreage so so no production is the of the remises deverted by this lessor on to. In lies of the
IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and interesses. Villam I Januaritel Villiam Pfannenstiel	d year light above writing. Aprillia Flannengtiel

Kansas	
COUNTY OF COUNTY OF	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
The foregoing instrument was a knowledge William Pfannenstiel	edged before me this
by William Plannenstier	and
3	16/14 KELLY M. GARST THELL OF CONT
My commission expires/	Notary Public State of Kansasa 1 1 Notary Public State of Kansasa 1 Notary Public St
. /	C/11/51/-/
\sim	My Commission Expires
STATE OF (Min Si >	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
COUNTY OFCALLY	The Mark
The foregoing instrument was acknowled by Cynthia Pfannenstiel	edged before me this 112 day of and and
0V == 4	
4/11	14 KELLY M. GARST Kelly In Cast
My commission expires	Notary Public / Notary Public
	State of Kansas 9/16/14
	My Commission Expires
STATE OF	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOrcone)
COUNTY OF	edged before me this day of
	eaged before the this and

N	
.ay commission expires	Notary Public
STATE OF	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
	edged before me this day of,
The state of the s	and
My commission expires	
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OIL AND GA	
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2	S S S S S S S S S S S S S S S S S S S
	Carlos All
TATIC (NA	
TATE OF	ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)
he foregoing instrument was acknowled	dged before me this day of
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f	aa
orporation, on behalf of the corporation	ı.
ly commission expires	Notary Public
	towns a water

63U (Rev. 1993)

OIL AND GAS LEASE



OIL AND	CAS LEASE
AGREEMENT, Made and entered into the 23rd day of Fel	bruary 20
by and between Marvin King and Barbara King, husba	and and wife
and	
Mary Grace Bittel and Mike Burdick,	, wife and husband
whose mailing address is C/O 171 Feedlot Road, Ellis, K	CS 67637
	hereinafter called Leanor (whether one or me
TDI Oil Operations, LLC 1310 Bison Road, Hays, KS 67601	APPARATE APP
	, hereinofter caller Las
of investigating, exploring by geophysical and other means, prospecting drilling, muni- constituent products, injecting gas, water, other fluids, and air into subsurface strata, by and things thereous produce, save take care of treat manufacture, process store and it	Lassec herein comained, hereby grans, leases and lets exclusively unto lease for the purping and operating for and producing oil, liquid hydrocarbons, all gases, and their respecting pipe lines, storing oil, building tasks, power stations, telephone lines, and other structurensports and oil, liquid hydrocarbons, gases and their respective constituent produces and of the following described land, together with any reversionary rights and after-acquired intended to the following described land, together with any reversionary rights and after-acquired intended to the following described as follows to-
	y .
	tone K
The West Half of the South	neast Quarter (W/2 SE/4)
	in the second se
6 13 South 20	West 80
Section Range Range	acres, more or less, and
Subject to the provisions herein contained, this lease shall roman in force for a call, liquid hydrocarbons, gas or other respective ronstituent products, or any of them. In consideration of the premises the said lesses covenants and agrees:	
1st. To deliver to the credit of lessor, free of cost, in the pipe line to which less run the leased premises.	see may connect wells on said land, the equal one-sighth (%) part of all oil produced and so
2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, o at the market price at the well, that, as to gas sold by lessee, in no event more than or premises, or in the manufacture of products thereform, said payments to be made mon	or used off the premises, or used in the manufacture of any products therefrom, one-eighth nee-eighth (%) of the proceeds received by lessee from such sales), for the gas sold, used off this, Where gas from a well producing gas only is not sold or used, lessee may pay or ten if such payment or tender is made it will be considered that gas is being produced within
of this lease of any extension thereof, the leasee shalf have the right to drill such well found to paying quantities, this lease shall continue and be in force with like effect as it	er payment or drilling operations. If the leasee shall commence to drill a well within the to to completion with reasonable diligence and dispatch, and if oil or gas, or either of them f such well had been completed within the term of years first mentioned. e and untivided fee simple estate therein, then the royalties herein provided for shall be p
he said lesser only in the proportion which lessor's interest bears to the whole and und Lessee shall have the right to use, free of cost, gas, oil and water produced on s	livided fee.
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 p Lessee shall pay for damages caused by lessee's operations to growing crops on	
Lessee shall have the right at any time to remove all machinery and fixtures of	
xecutors, administrators, successors or assigns, but no change in the ownership of	ig in whole or in part is expressly allowed, the coverants hereof shall extend to their he land or assignment of rentate or royalties shall be binding on the leasee until after. In case lease assigns this lesse, in whole or in part, leases shall be relieved of all obligatiment.
Lessee may at any time execute and deliver to lessor or place of record a rele surrender this lease as to such portion or purtions and be relieved of all obligations as to	ase or releases covering any portion or portions of the above described premises and then
All express or implied covenants of this lease shall be subject to all Federal an	rd State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminal if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule
my mortgages, taxes or other liens on the above described lands, in the event of defau	bed, and agrees that the lessee shall have the right at any time to redeem for lassor, by puyn ult of payment by lessor, and he subrogated to the rights of the holder therest, and the un- her and release all right of dower and homestead in the promises described herein, in on is lesse is made, as recited herein.
minimum victorial thereof, when in lease's judgment it is necessary or advisable to onservation of oil, gas or other minerals in and under and that may be produced from or units not exceeding 40 acres each in the event of an oil well, or into a unit or units exceed in the conveyance records of the county in which the land berein leased is as noded into a truct or unit shall be treated, for all purposes except the payment of reay cound on the product acresses, it shall be treated as if readuction is land from this least cound on the product acresses, it shall be treated as if anotheriton is load from this least and the production is load from this least the second country of the co	he acreage covered by this lease or any portion thereof with other land, lease or leases in a do so in order to properly develop and operate said lease premises so as to promote as and premises, such pooling to be of tracts contiguous to one another and to be into a use not exceeding bit acres each in the event of a gas well, Leases shall execute in writing a futuated an instrument identifying and abscribing the pooled acresse. The entire acreage aftics on production from the pooled unit, as if it were included in this lease. If production whether the well or wells be located on the premises covered by this lease or not. In hea of so pooled only such portion of the royalty stipulated herein us the amount of his acres creage as pooled in the particular unit involved.
	8
IN WITHING WILDINGAD A	9
IN WITNESS WHEREOF, the undersigned execute this instrument as of the day itnesses.	y and year first above written.
<u>- 75, 1971, 1881 - No. Janes - </u>	N. K. S. J. J. McC. O.
larvin King	Barbara King
- 12 - 12 - 12 - 12 - 12 - 12 - 12 - 12	7775
lary Grace Bittel	Mike Burdick

UNTY OF Estimated ACK	NOWLEDGMENT FOR INDIVIDUAL (KsOkÇoNe	
Marvin King	and and	
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commission expires	277.71 62 14.72	* / 2 1 °
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ATE OF	Em tay Asi	or a mass Zaley
INTY OF STATE ACKI	NOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
foregoing instrument was acknowledged before me this A	day of Nach	
Barbara King	and	
commission expires	Notary Public	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	And the second s	
1 - '	å MUTABE P	UBLIC - State of
ACKN JNTY OF Maricaga ACKN	NOWLEDGMENT FOR INDIVIDED TO SORCENE	IUI L. IBARRA
foregoing instrument was beknowledged before me this	& down Mariet	2011
Mary Grace Bittel	and	
1. 4	+ - , 77	
commission expires 6-16-2012	Varlet les C	1/-
	Notary Public OFFICIAL SEA	<i>y</i>
٨	「原産産業」 HAKULU DARCA	NGELO
TE OF ACIZONG	MARICON COMPANY HOR TO THE TOTAL OF T	of Arizona ITY
TE OF ACIZONA ACKNOWLE OF ACKNOWLE ACKN	A CONTRACT OF THE PROPERTY OF	10. 2012
toregoing instrument was acknowledged before me this _ /	day of ATCOVCVI	2011
	and	
	1-110	7/
ommission expires 6.16-2012		<u></u>
	Notary Public	, -
	HAROLD DARCAI	VOCE
	MARICOPA COLO	i Arizona
	- Maconing Expires June.	6, 2012
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63U (Rev. 1993)



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TRUSTEE'S AFFIDAVIT

The West Half of the Southeast Quarter (W/2 SE/4) of

Section 6, Township 13 South, Range 20 West, Ellis County, Kansas

containing 80 acres more or less.

I, Cynthia Pfannenstiel, Trustees of the Elaine Bittel Trust established under the terms of the Edgar Bittel Trust dated March 3, 1998, as amended December 31, 1998, being first duly sworn and under oath, state of my personal knowledge that:

- I am the Trustee, under a trust established under the terms of the Edgar Bittel Trust dated March 3, 1998, as amended December 31, 1998, to which the above described real estate was conveyed by deed to the Elaine Bittel Trust, Cynthia Pfannenstiel, Trustee, pursuant to a deed recorded on the 27th day of January, 1999, in the office of the Register of Deeds in Ellis County, Kansas, in Book 462, Page 739.
- I am the existing Trustees under the Trust and any amendments thereto, and I am authorized to convey the above described real estate, without any qualification whatsoever.
- The Trust is in existence and I, as Trustee, am authorized to transfer the interests in the above described real estate.

Cynthia Pfannenstiel, Zrustee of the Elaine Bittel Trust established under the terms of the Edgar Bittel Trust dated March 3, 1998, as amended December 31, 1998.

ACKNOWLEDGEMENT

State of Kansas, County of	Crampood:
Subscribed and sworn to before me, this by Cynthia Pfannenstiel, Trustee of the Elaine Edgar Bittel Trust dated March 3, 1998, as ame	Bittel Trust established under the terms of the
My Appointment Expires:	Notary Public The Const
9/12/14	KELILY M. GARST Notary Public State of Kansas My Commission Expires
	800K 789PAGE 11



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1310 Bison		***************************************	7601		ļ			reinafter caller Leasee:
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in Section 6	, Township	13 South	ange 20	West	and containing	Eighty (8	0) acre	s, more or less, and all
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Notary Public

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

August 27, 2013

Tom Denning TDI, Inc. 1310 BISON RD HAYS, KS 67601-9696

Re: Drilling Pit Application Nicholson Unit 1 NE/4 Sec.07-13S-20W Ellis County, Kansas

Dear Tom Denning:

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 as soon as practical after drilling operations have ceased.

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 (785) 625-0550 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 (785) 625-0550.