

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

	month day	vear	Spot Description:
	monun day	year	Sec Twp S. R E
PERATOR: License#			feet from N / S Line of Sect
			feet from E / W Line of Secti
ddress 1:			Is SECTION: Regular Irregular?
			(Note: Locate well on the Section Plat on reverse side)
	State: Zip:		County:
Contact Person:			Lease Name: Well #:
hone:			Field Name:
ONTRACTOR: License#			Is this a Prorated / Spaced Field?
ame:			Target Formation(s):
			Nearest Lease or unit boundary line (in footage):
Well Drilled For:	Well Class: Type	e Equipment:	Ground Surface Elevation:feet M
Oil Enh R	Rec Infield	Mud Rotary	Water well within one-quarter mile:
Gas Storag	ge Pool Ext.	Air Rotary	
Dispo		Cable	
Seismic ;# c			Depth to bottom of fresh water:
Other:			Depth to bottom of usable water:
If OWWO: old well	information as follows:		Surface Pipe by Alternate: I II
			Length of Surface Pipe Planned to be set:
-			Length of Conductor Pipe (if any):
			Projected Total Depth:
Original Completion Da	ate: Original Total	I Depth:	
inactional Devictor on Ho	rimentalallhara?	□ Voo □ No	Water Source for Drilling Operations:
Directional, Deviated or Ho	inzontal wellbore?	Yes No	Well Farm Pond Other:
			DWR Permit #:
			(Note: Apply for Permit with DWR)
			Will Cores be taken?
			If Yes, proposed zone:
		Λ Ε	FIDAVIT
		AF	
he undersigned hereby a	affirms that the drilling, comple		ugging of this well will comply with K.S.A. 55 et. seq.
-	affirms that the drilling, comploining minimum requirements wi	etion and eventual pl	ugging of this well will comply with K.S.A. 55 et. seq.
t is agreed that the follow	ving minimum requirements wi	etion and eventual pl ill be met:	ugging of this well will comply with K.S.A. 55 et. seq.
is agreed that the follow 1. Notify the appropria		etion and eventual pl ill be met: dding of well;	
t is agreed that the follow 1. Notify the appropria 2. A copy of the appro 3. The minimum amou	ving minimum requirements wi ate district office <i>prior</i> to spud oved notice of intent to drill <i>sh</i> unt of surface pipe as specifie	etion and eventual pl ill be met: dding of well; nall be posted on eac ed below shall be set	h drilling rig; by circulating cement to the top; in all cases surface pipe shall be set
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1. Notify the appropria 2. A copy of the appropria 3. The minimum amouthrough all unconso 4. If the well is dry hol 5. The appropriate dis 6. If an ALTERNATE IOr pursuant to Appropriate dis 7. Or pursuant to Appropriate dis 8. If an ALTERNATE IOR pursuant to Approved by: Conductor pipe required — Minimum surface pipe required Approved by: This authorization expires	ving minimum requirements wi ate district office <i>prior</i> to spud oved notice of intent to drill <i>sh</i> unt of surface pipe as specifie polidated materials plus a minin le, an agreement between the strict office will be notified befor II COMPLETION, production propendix "B" - Eastern Kansas sur I within 30 days of the spud days or the spud days of the spu	etion and eventual pl ill be met: dding of well; all be posted on eac d below shall be set mum of 20 feet into the eoperator and the dis pre well is either plug pipe shall be cemente arface casing order # ate or the well shall be eet t per ALT. I II	In drilling rig; If by circulating cement to the top; in all cases surface pipe shall be set e underlying formation. It ict office on plug length and placement is necessary prior to plugging; ged or production casing is cemented in; and 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 a plugged. In all cases, NOTIFY district office prior to any cementing. 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

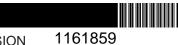
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator:_							Lo		/ell: County:
Lease:									feet from N / S Line of Section
Well Number:				feet from E / W Line of Section					
Field:		S	ec	Twp S. R					
Number of QTR/QTR/							— Is	Section:	Regular or Irregular
									Irregular, locate well from nearest corner boundary. er used: NE NW SE SW
					d electrica You m	al lines, as	required i		dary line. Show the predicted locations of sas Surface Owner Notice Act (House Bill 2032). ired.
2110 ft			:	0		:	: :		LEGEND
		· :	·	· :		· :	·	·	O Well Location Tank Battery Location
			:	:	••••	:	:	:	Pipeline Location
				:					Electric Line Location Lease Road Location
			:	:	•••••	:	:	:	
			<u>:</u>	<u>:</u>		<u>:</u>	:	<u>:</u>	EXAMPLE :
			:	2	5				
		: :	: :	: :		:	: :	:	
				: :		:		:	
			:	:		:	:	:	1980' FSL
		: :	:	: :		: :	:	:	
			:	:			:	:	:

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

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

- 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 Existing If Existing, date constructed: Pit capacity: (bbls)		SecTwp R East WestFeet from North / South Line of SectionFeet 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
If the pit is lined give a brief description of the li material, thickness and installation procedure.	om ground level to dee	Describe proce	dures for periodic maintenance and determining 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: Producing Formation: Number of producing wells on lease: Barrels of fluid produced daily: Does the slope from the tank battery allow all s flow into the pit? Yes No Submitted Electronically		Type of materia Number of work Abandonment p Drill pits must b	over and Haul-Off Pits ONLY: all utilized in drilling/workover: king pits to be utilized: procedure: de closed within 365 days of spud date.
	KCC	OFFICE USE O	NLY
Date Received: Permit Num	ber:		Liner Steel Pit RFAC RFAS t Date: Lease Inspection: Yes No



1161859

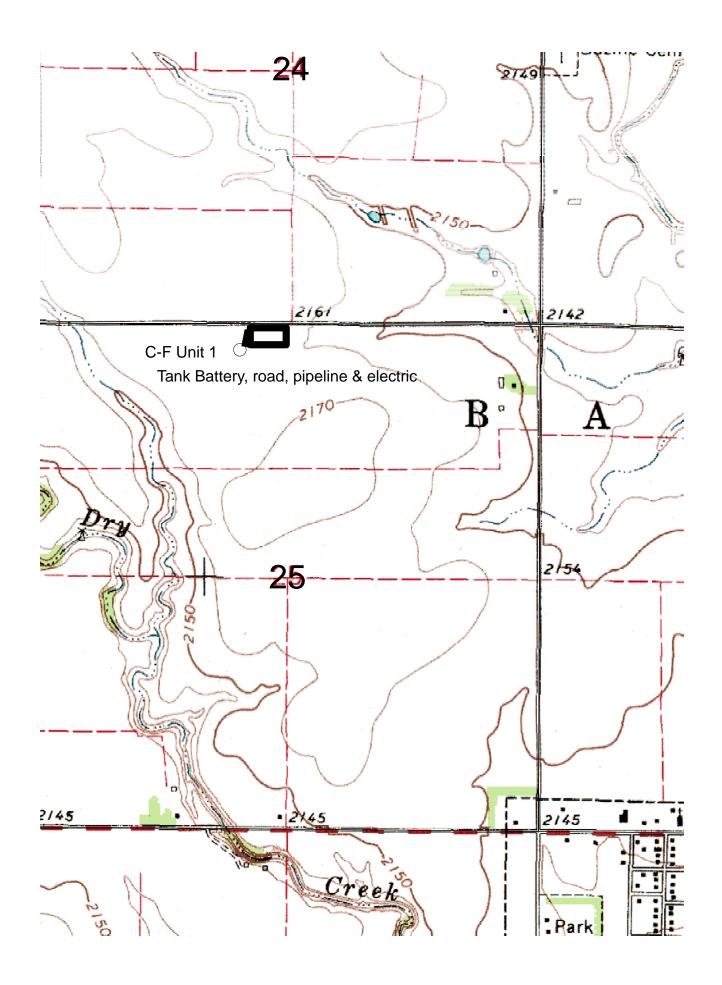
Form KSONA-1
July 2010
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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.

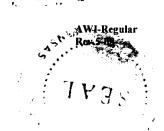
Select the corresponding form being filed: C-1 (Intent) CB-1 (CB-1)	Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)			
OPERATOR: License #	Well Location:			
Name:	SecTwpS. R East			
Address 1:	County:			
Address 2:	Lease Name: Well #:			
City: State: Zip:+	If filing a 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				



State of Kansas - Ness County Book: 343 Page: 744 8602 Recording Fee: \$20.00

Receipt #: 8602 Pages Recorded: 4 Cashier Initials: MH

Date Recorded: 8/26/2011 12:00:00 PM



OIL AND GAS LEASE

Daryl W. Filbert and Pauline M. Filbert, his wife 9111 West 21st N, #76 Wichita, KS 67205 , hereinafter called Lessor (whether one or more), and American Warrior, Inc. , hereinafter called Lessee: Lessor, in consideration of Dollars in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in the		
Section 24		uly , 20 11 between
Michita, KS 67205		
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- 1. 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.
- 2. 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 he purposes of this clause, the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance, whether completed or not completed, due to the lack of a pipeline connection, 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 Five Dollars (\$5.00) 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.
- 3. 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.
- 4. 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.
- 5. 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.
 - 6. Lessee shall bury Lessee's pipelines below plow depth.
- 7. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of Lessor.
 - 8. Lessee shall pay for damages caused by Lessee's operations to said land.
- 9. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
- 10. 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.
- 11. 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.

See Exhibit A attached hereto and made a part hereof:

12. All express or implied coverants 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 subrogated to the rights of the holder thereof, and the undersigned Lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be into a unit or units not exceeding other minerals in and under and that may be produced from said premises, such pooling to be into a unit or units not exceeding 640 acres each, centered on the wellbore, 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 exceute 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 treat or unit shall be treated, for all purposes except the payment of royalties on production from this lease, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the 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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ITNESS WHEREOF, we sign the day and year fi	tirk above writ			

Motary Public

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 13th the day of August	, 20 13	between
Denise Corsair and Scott Corsair, wife and husband		
210 W Avenue A		
Bazine, KS 67516	, herein	after called Lessor (whether one or more),
and American Warrior, Inc.		,
		, hereinafter called Lessee:
Lessor, in consideration of Dollars in hand paid, receipt of which provided and of the agreements of the Lessee herein contained, hereby groupose of investigating, exploring by geophysical and other means, prosoil, liquid hydrocarbons, all gases, and their respective constituent product subsurface strata, laying pipe lines, storing oil, building tanks, power statistic thereon to produce, save, take care of, treat, manufacture, process, store a their respective constituent products and other products manufactured the employees, the following described land, together with any reversionary of County of Ness State of Kansas and described as follows to-with Northwest Quarter (NW/4)	rants, leases an specting drillin cts, injecting g cions, telephon and transport serefrom, and he rights and afte	ad lets exclusively unto Lessee for the g, mining and operating for and producing as, water, other fluids, and air into e lines, and other structures and things aid oil, liquid hydrocarbons, gases and ousing and otherwise caring for its
In Section 25 , Township 18 South , Range 22 West , and accretions thereto.	containing 1	acres, more or less, and all

Subject to the provisions herein contained, this lease shall remain in force for a term of One (1) date (called "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 prior to the expiration of the primary term, Lessor agrees that Lessee shall have a reasonable time, not to exceed ninety (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:

- 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.
- 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 he purposes of this clause, the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance, whether completed or not completed, due to the lack of a pipeline connection, 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 Five Dollars (\$5.00) 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.
 - 6. 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. 8.
- Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, Q including the right to draw and remove casing.
- If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or a true copy thereof. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.
- Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.



AWI-Regular Rev.5-08

lease is made, as recited herein.

My commission expires

13. Lessor herby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessor have the right at any time to redeem for Lessor, by payment any mortgages, taxes or other liens on the above described in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof, and the undersigned ors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in	puei
12. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive srs, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for re to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or alation.	nlist

the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this

included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalty stipulated herein as the specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the

Lessee, at its option, is hereby given the right and power to pool or combine the screage 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 other minerals in and under and that may be produced from said premises, such pooling to be into a unit or units not exceeding acres each in the event of a so in the 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 acresge. The entire acresge 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 tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is bad from this lease.

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Notary Public	LATE OF
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Sknowledged before me this Say of August Aug	COUNTY OF Ness The foregoing instrument was ac Denise Corsair and Scott C
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Stanley R. Erb Starle of Kansas NOTA M. State of Kansas Am Appl. Espires 146	JAN
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sign the day and year first above written.	WILLIES MHEBEOR
reage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in it involved.	amount of his ac the particular un

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

October 22, 2013

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

Re: Drilling Pit Application C-F Unit 1 NW/4 Sec.25-18S-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.