

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

# Kansas Corporation Commission Oil & Gas Conservation Division

Form C-1 March 2010 Form must be Typed Form must be Signed All blanks must be Filled

# **NOTICE OF INTENT TO DRILL**

				Spot Description:	
	month	day	year	Sec Twp	oS. R
OPERATOR: License#				(Q/Q/Q/Q) feet from	
Name:				feet from	
Address 1:				Is SECTION: Regular Irregular?	
Address 2:					Plat an reverse side)
City:				(Note: Locate well on the Section  County:	*
Contact Person:				Lease Name:	
Phone:					
CONTRACTOR: License#				Field Name:	Yes No
Name:				Is this a Prorated / Spaced Field?	
				Target Formation(s):	
Well Drilled For:	Well Class:	: Туре	Equipment:	Nearest Lease or unit boundary line (in footage Ground Surface Elevation:	
Oil Enh F	Rec Infield		Mud Rotary		
Gas Stora	ge Pool E	xt.	Air Rotary	Water well within one-quarter mile:	Yes No
Dispo		at	Cable	Public water supply well within one mile:	Yes No
Seismic ;# o				Depth to bottom of fresh water:	
Other:				Depth to bottom of usable water:	
If OWWO: old well	information as follo	owe.		Surface Pipe by Alternate: I II	
II OVVVO. old Well	illioithation as loik	OWS.		Length of Surface Pipe Planned to be set:	
Operator:				Length of Conductor Pipe (if any):	
Well Name:				Projected Total Depth:	
Original Completion Da	ate:	Original Total	Depth:		
				Water Source for Drilling Operations:	
Directional, Deviated or Ho			Yes No	Well Farm Pond Other:	
If Yes, true vertical depth: _				DWR Permit #:	
Bottom Hole Location:				(Note: Apply for Permit w	ith DWR 🔝 )
KCC DKT #:				Will Cores be taken?	Yes No
				If Yes, proposed zone:	
			ΔF	FIDAVIT	
				lugging of this well will comply with K.S.A. 55 et. se	
The undersigned hereby	affirms that the dr	rilling comple	etion and eventual p		PG
-		-		agging of this well will comply with K.S.A. 55 et. se	eq.
It is agreed that the follow	ving minimum req	uirements wi	ll be met:	ugging of this well will comply with N.S.A. 33 et. Se	eq.
It is agreed that the follow  1. Notify the appropris	ving minimum requate district office	uirements wi	Il be met: ding of well;		eq.
It is agreed that the follow  1. Notify the appropria  2. A copy of the appropria	ving minimum requate district office $\mu$	uirements wi prior to spud ent to drill <b>sh</b> a	Il be met: ding of well; all be posted on eac	ch drilling rig;	
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Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

Spud date: \_

- If well will not be drilled or permit has expired (See: authorized expiration date) please check the box below and return to the address below.

Side Two



For KCC Use ONLY	
API # 15	

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

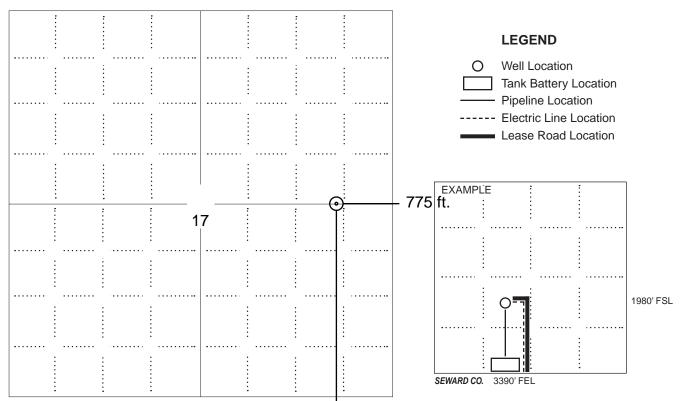
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	Sec Twp S. R
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.

### 2640 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	SecTwpR
Settling Pit Drilling Pit	If Existing, date co	nstructed:	Feet from North / South Line of Section
Workover Pit Haul-Off Pit	Pit capacity:		Feet from East / West Line of Section
(If WP Supply API No. or Year Drilled)		(bbls)	County
Is the pit located in a Sensitive Ground Water A	rea? Yes	No	Chloride concentration: mg/l
To the processing in a content of country training			(For Emergency Pits and Settling Pits only)
Is the bottom below ground level?  Yes No	Artificial Liner?  Yes  N	No	How is the pit lined if a plastic liner is not used?
			Martin (foot)
Pit dimensions (all but working pits):	Length (feet)	,	Width (feet) N/A: Steel Pits No Pit
If the pit is lined give a brief description of the li			dures for periodic maintenance and determining
material, thickness and installation procedure.			cluding any special monitoring.
Distance to nearest water well within one-mile	of pit:	Depth to shallo Source of inforr	west fresh water feet. nation:
feet Depth of water well	feet	measured	well owner electric log KDWR
Emergency, Settling and Burn Pits ONLY:		Drilling, Work	ver and Haul-Off Pits ONLY:
Producing Formation:		Type of materia	l utilized in drilling/workover:
Number of producing wells on lease:		Number of worl	king pits to be utilized:
Barrels of fluid produced daily:		Abandonment p	procedure:
Does the slope from the tank battery allow all s flow into the pit? Yes No	pilled fluids to	Drill nite must h	e closed within 365 days of spud date.
ilow into the pit: res rvo			e diosed within 303 days of spud date.
Submitted Electronically			
	KCC	OFFICE USE O	NLY
			Liner Steel Pit RFAC RFAS
Date Received: Permit Num	ber:	Permi	t Date: Lease Inspection: Yes No



1161884

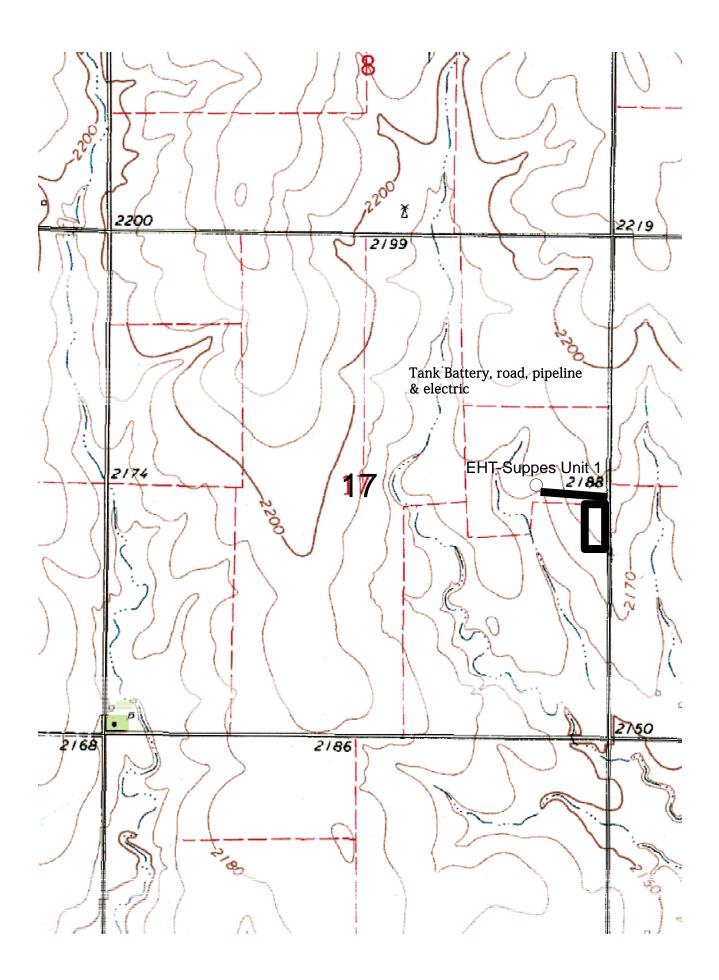
Form KSONA-1
July 2010
Form Must Be Typed
Form must be Signed
All blanks must be Filled

# 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	





### **OIL AND GAS LEASE**

THIS AGREEMENT, Entered into this the 3rd the day of May	
Michael E. Hagelgantz, Trustee Evans M. Hagelgantz Trust, Dated I	March 18, 2003
PO Box 111	
Forrest Falls, CA 92339	, hereinafter called Lessor (whether one or more),
and American Warrior, Inc.	
	, hereinafter called Lessee:
Lessor, in consideration of Dollars in hand paid, receipt of provided and of the agreements of the Lessee herein contained, her purpose of investigating, exploring by geophysical and other means oil, liquid hydrocarbons, all gases, and their respective constituent subsurface strata, laying pipe lines, storing oil, building tanks, pow thereon to produce, save, take care of, treat, manufacture, process, stheir respective constituent products and other products manufacture employees, the following described land, together with any reversic County of Ness State of Kansas and described as follows  The Northeast Quarter (NE/4)	s, prospecting drilling, mining and operating for and producing products, injecting gas, water, other fluids, and air into er_stations, telephone lines, and other structures and things store and transport said oil, liquid hydrocarbons, gases and red therefrom, and housing and otherwise caring for its onary rights and after-acquired interest, therein situated in the
The Northeast Quarter (NE/4)	
In Section 17 , Township 18 South , Range 21 West accretions thereto.	_, and containing 160 acres, more or less, and all
Subject to the provisions herein contained, this lease shall date (called "primary term"), and as long thereafter as oil, liquid hy any of them, is or can be produced from said land or land with which	I remain in force for a term of Three (3) years from this drocarbons, gas or other respective constituent products, or ch said land is pooled. If, due to circumstances beyond

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.

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 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.

AWI-Regular Rev.5-88

- 12. 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 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.
- 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 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 is had from this lease, 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 such the particular unit involved.

  Specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

COUNTY OF STATE OF Notary Public My commission expires\_ My Comm Expues Nov 20, 2014 Notary Public - California Tymboo ombranson nagaidt The foregoing instrument was acknowle COUNTY OF Commission # 1913966 KRISTINA L. ROBINSON STATE OF My commission expires Michael E. Hagelgantz, Trustee Evans M. Hagelgantz Trust, Dated March 18, 2003 11 07 The foregoing instrument was acknowledged before me this\_ :# XBT TO #SS Michael E. Hagelgantz, Trustee SS or Tax#: IN WITNESS WHEREOF, we sign the day and year first above written. per mineral acre shall be paid to the Lessor. a consideration of Twenty dollars (\$20.00) 15. If at the end of the primary term, this lease is not otherwise extended by production, Lessee or its assigns is hereby granted an option to extend this lease for an additional one (1) year. In the event the Lessee elects to exercise this option,

The foregoing instrument was acknowledged before me this\_

AWI-Regular Rev.5-08

State of Kansas Ness Count Book: 342 Page: 226

Receipt #: 8312 Pages Recorded: 2 Cashier Initials: MH

Date Recorded: 6/20/2011 10:50:00 AM

Recording Fee: \$12.00

#### OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 15th the day of May , 20 11 between
Stephen A. Suppes and Diane L. Suppes, his wife, 3112 26th St, Great Bend, KS 67530
David J. Suppes and Kristi L. Suppes, his wife, 5950 W Ridge Drive, Great Bend, KS 67530
Paul J. Suppes and Janice A. Suppes, his wife, 2205 S Duncan, Newton, KS 67114
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
County of Ness State of Kansas and described as follows to-wit:
The Southeast Quarter (SE/4)
In Section 17, Township 18 South, Range 21 West, and containing 160 acres, more or less, and all
accretions thereto.

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

- 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.

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

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

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 specified, Lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a 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 acres each, centered on the wellbore, in the event of an oil well, or into a unit or units not exceeding 640 (SC) (submit other minerals in and under and that may be produced from said premises, such pooling to be into a unit or units not exceeding 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 or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in Lessee's judgment it is necessary

the particular unit involved. Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease

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WITNESS WHEREOF, we sign the day and year first above v	ove written.		,	