

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 or 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 <b>Ε</b>	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 <b>shall be set</b>
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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 onically	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:				Locati	on of Well: C	ounty:
_ease:						feet from N / S Line of Section
Nell Number:						feet from E / W Line of Section
Field:				_ Sec	Tw	p S. R 🗌 E 🔲 W
Number of Acres attributa				13 000	tion: R	egular or Irregular
				If Sec Section	tion is Irregun n corner use	alar, locate well from nearest corner boundary.
		pelines and electr	to the neares	required by th	e Kansas Su	ne. Show the predicted locations of rface Owner Notice Act (House Bill 2032).
		228	may attach a 35 ft.	a separate pla	t ii aesirea.	
	:					LEGEND
						O Well Location  Tank Battery Location  Pipeline Location  Electric Line Location  Lease Road Location
		<u> </u>			24	170 ft.
		32				
						1980' FSL
		:		·		
:		:	:	:		SEWARD CO. 3390' FEL

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

1164409

Form CDP-1 May 2010 Form must be Typed

## **APPLICATION FOR SURFACE PIT**

Submit in Duplicate

Operator Name:			License Number:				
Operator Address:							
Contact Person:			Phone Number:				
Lease Name & Well No.:			Pit Location (QQQQ):				
Type of Pit:  Emergency Pit Burn Pit  Settling Pit Drilling Pit  Workover Pit Haul-Off Pit  (If WP Supply API No. or Year Drilled)	Pit is:  Proposed  If Existing, date continued in the pit capacity:	Existing nstructed: (bbls)	SecTwpR East WestFeet from North / South Line of SectionFeet from East / West Line of SectionCounty				
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				



1164409

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	(Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
	County:
Address 1:	Lease Name: Well #:
Address 2:  City: State: Zip: +	
Contact Person:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:
Phone: ( ) Fax: ( )	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface
Address 1:	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, tan are preliminary non-binding estimates. The locations may be entered of Select one of the following:  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 I CP-1 that I am filing in connection with this form; 2) if the form form; and 3) my operator name, address, phone number, fax, a I have not provided this information to the surface owner(s). I a KCC will be required to send this information to the surface or	Act (House Bill 2032), I have provided the following to the surface located: 1) a copy of the Form C-1, Form CB-1, Form CB-1, Form CB-1, Form T-1, or Form being filed is a Form C-1 or Form CB-1, the plat(s) required by this and email address.  Cacknowledge that, because I have not provided this information, the wner(s). To mitigate the additional cost of the KCC performing this gree, payable to the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-	fee with this form. If the fee is not received with this form, the KSONA-1 will be returned.
Submitted Electronically	
	_

Lu Ann Brister Register of Deeds Stafford County, KS Book: Receipt #: 12196 147 Total Fees: \$16.00 Pages Recorded: 3

Date Recorded: 12/2/2011 9:34:40 AM

#### OIL AND GAS LEASE

AGREEMENT, Made and entered into the 7th day of October , 2011 by and between Concept Commercials, R. Joe Southard, President whose mailing address is P.O. Box 894, Great Bend, Kansas 67530 hereinafter called Lessor (whether one or more), and Charter Energy,

Lessor, in consideration of Ten Dollars (\$10.00) in hand paid, receipt of which is hereby 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 there from, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Stafford . State of described as follows to-wit:

The Northeast Quarter (NE/4)

In Section 32 Township 22 S Range 14 W and containing 160.00 acres, more or less, and all accretions thereto.

Subject to the provision herein contained, this lease shall remain in force for a term of 2 years from this date (called "primary term"), with an option for 2 additional year(s) with the payment of \$15.00 per acre, and as long thereafter as oil, liquid hydrocarbons or other respective constituents products, or any of them, is produced from said land or land with which said land is pooled.

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

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on

said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or in the manufacture of products there from, 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 gas sold, used off the premises, or in the manufacture of products there from, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

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

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 premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

If said land is now or hereafter owned in severalty or in separate tracts, this lease shall nevertheless be developed and operated as one lease and all royalty and shut-in royalty accruing hereunder shall be treated as an entirety and divided among such separate owners in the proportion that the acreage (or royalty interest therein on an acreage basis) owned by each bears to the entire leased acreage. Lessee shall have no obligation to offset wells on separate tracts into which said land may be divided, or to furnish separate measuring or receiving tanks. If this lease is assigned as to a part or parts of said land, all rental payable hereunder shall be apportioned between and thereafter payable by the several leasehold owners in the proportion that the acreage owned by each bears to the entire leased acreage, and default in rental payment by anyone shall not defeat or affect the rights of any other leasehold owner. In calculating rental and shut-in royalty payments, said land shall be treated as comprising the number of acres stated above, whether actually comprising more or less, and the acreage included in any assignment or release as recited therein in good faith shall be conclusive for calculating subsequent payments.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above

described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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

Lessor hereby 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 payments 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 of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled 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 had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein 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.

#### SEE ATTACHED ADDENDUM

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written. Witnesses:

CONCEPT COMMERCIALS	
x R. Justoulhay	
By: R. Joe Southard, President	The state of the s
By: R. See Southard, President	

Lu Ann Brister Register of Deeds Stafford County, KS Receipt #: 16356

Pages Recorded: 1 Date Recorded: 10/3/2013 1:04:50 PM

## NOTICE FOR EXTENSION OF OIL AND GAS LEASE

WHEREAS, Charter Energy, Inc., is the owner and holder of an oil and gas lease on the following described land in Stafford County, Kansas, said lease being dated October 7, 2011 from Concept Commercial lessor and Charter Energy, Inc., lessee, recorded in Book 227, Page 147, Register of Deeds Office, Stafford County, Kansas.

IN ACCORDANCE with the provision for an extension of the referenced Oil and Gas Lease, notice is hereby given that the required consideration has been paid in order to extend and keep in effect said Lease for an additional two (2) year as provided as to the following described property:

> Northeast Quarter (NE/4) of Section Thirty-two (32), Township Twenty-two (22) South, Range Fourteen (14) West.

IN WITNESS WHEREOF, this instrument is signed on this day of Der 2013.

CHARTER ENERGY, INC

STEVE BAIZE, President

**CRYSTAL BOXBERGER** My Appt. Exp. 10-15

STATE OF KANSAS **COUNTY OF BARTON** 

The foregoing instrument was acknowledged before me this 3rd day of 2013, by Steve Baize president of CHARTER ENERGY, INC. .

My commission expires \_\_/0-15-2013

Glb0614

Lu Ann Brister
Register of Deeds
Stafford County, KS
Book: 227 Page: 150
Receipt #: 12196 Total Fees: \$16.00
Pages Recorded: 3

OIL AND GAS LEASE Date Recorded: 12/2/2011 9:34:41 AM	1
AGREEMENT, Made and entered into the 7th day of October , 2011 by and between Concept Commercials, R. Joe Southard whose mailing address is P.O. Box 894, Great Bend, Kansas 67530 hereinafter called Lessor (whether one or more), and Charter Energy Inc. hereinafter called Lessee:	<u>d</u> ,
Lessor, in consideration of Ten Dollars (\$10.00) in hand paid, receipt of which is hereby 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 geophysica 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 othe 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 there from, and housing and otherwise earing for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Stafford State of Kansar described as follows to-wit:	al s, er ir
The Northwest Quarter (NW/4)	
In Section 32 , Township 22 S , Range 14 W , and containing 160.00 acres, more or less, and all accretions thereto. Subject to the provision herein contained, this lease shall remain in force for a term of 2 years from this date (called "primary term"), with an option for 2 additional year(s) with the payment of \$ 15.00 per acre, and as long thereafter as oil, liquid hydrocarbons or other respective constituents products, or any of them, is produced from said land or land with which said land is pooled.  In consideration of the premises the said lessee covenants and agrees:  1a. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.  2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or in the manufacture of products there from, 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 gas sold, used off the premises, or in the manufacture of products there from, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.  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 mention	
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.  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 premises without written consent of lessor.  Lessee shall pay for damages caused by lessee's operations to growing crops on said land.  Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw 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 lesseu entil after the lesses has been furnished with a written transfer or assignment or a true ace 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. If said land is now or hereafter owned in severalty or in separate tracts, this lease shall neverthes be developed and operated as one lease and all royalty and shut-in royalty accruing hereunder shall be treated as an entirety and divided among such separate owners in the proportion that the acreage for royalty interest therein on an acreage basig) owned by each bears to the entire lease dacreage. Lessee shall have no obligation to offset wells on separate tracts into which said land may be divided, or to furnish separate measuring or receiving tanks. If this lease is assigned as to a part or parts of said land, all rental payable hereunder shall be apportioned between and thereafter payable by the several leasehold owners in the proportion that the acreage owned by each bears to the entire leased acreage, and default in rental payment by anyone shall not defeat or affect the rights of any other leasehold owner. In calculating rental and shut-in royalty payments, said land shall be treated as comprising the number of acres stated above, whether actually comprising more or less, and the acreage included in any assignment or release as recited therein in good faith shall be concluse for alcelease over a part of a state of a sease and all rental payment by a sease as a servent of the retire in good faith shall be conclusive for adultion.  Lessee may at any time execute and deliver to lessor or place of record	
CONCEPT COMMERCIALS	

Lu Ann Brister Register of Deeds Stafford County, KS Receipt #: 16356 Total Fees: \$8.00 Pages Recorded: 1 Date Recorded: 10/3/2013 1:04:51 PM

### NOTICE FOR EXTENSION OF OIL AND GAS LEASE

WHEREAS, Charter Energy, Inc., is the owner and holder of an oil and gas lease on the following described land in Stafford County, Kansas, said lease being dated October 7, 2011 from Concept Commercial lessor and Charter Energy, Inc., lessee, recorded in Book 227, Page 150, Register of Deeds Office, Stafford County, Kansas.

IN ACCORDANCE with the provision for an extension of the referenced Oil and Gas Lease, notice is hereby given that the required consideration has been paid in order to extend and keep in effect said Lease for an additional two (2) year as provided as to the following described property:

> Northwest Quarter (NW/4) of Section Thirty-two (32), Township Twenty-two (22) South, Range Fourteen (14) West.

IN WITNESS WHEREOF, this instrument is signed on this 3rd day of *Dev* 2013.

CHARTER ENERGY, INC.

CRYSTAL BOXBERGER My Appt. Exp. //

STATE OF KANSAS **COUNTY OF BARTON** 

The foregoing instrument was acknowledged before me this 3rd day of 2013, by Steve Baize president of CHARTER ENERGY, INC. .

My commission expires 10-15-2013

Notary Public

# CHARTER ENERGY, INC.



P.O. BOX 252 GREAT BEND, KS 67530 (620) 793-9090



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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 30, 2013

Steve Baize Charter Energy, Inc. PO BOX 252 GREAT BEND, KS 67530-0252

Re: Drilling Pit Application Concept 1 NE/4 Sec.32-22S-14W Stafford County, Kansas

#### Dear Steve Baize:

District staff has inspected the above referenced location and has determined that an unsealed condition will present a pollution threat to water resources.

District staff has recommended that the reserve pit be lined with bentonite or native clay, constructed <u>without slots</u>, 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 the Hutchinson Salt section has been drilled through and displacement of the fluids into the reserve pit has occurred. The fluids should be removed again within 96 hours 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 (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.