For KCC Use:

Eff	e	ct	iv	e	Date
<b>—</b> ·					

District	#	

Yes No SGA?

## KANSAS CORPORATION COMMISSION **OIL & GAS CONSERVATION DIVISION**

1170405 March 2010 Form must be Typed Form must be Signed

Form C-1

All blanks must be Filled

NO	TICE	OF	INTENT	ТО	DRILL

Must be approved by KCC five (5) days prior to commencing well

Form KSONA-1, Certification of Com	pliance with	the Kansas	Surface C	Owner Notification Act,	MUST be submitted with this form

Expected Spud Date:	Spot Description:
month day year	
OPERATOR: License#	feet from N / S Line of Section
Name:	feet from L E / W Line of Section
Address 1:	Is SECTION: Regular Irregular?
Address 2:	(Note: Locate well on the Section Plat on reverse side)
City: State: Zip: +	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:         Oil       Enh Rec       Infield       Mud Rotary         Gas       Storage       Pool Ext.       Air Rotary         Disposal       Wildcat       Cable         Seismic ;       # of Holes       Other         Other:	Nearest Lease or unit boundary line (in footage):         Ground Surface Elevation:         Water well within one-quarter mile:         Yes         No         Public water supply well within one mile:         Yes         No         Depth to bottom of fresh water:         Depth to bottom of usable water:         Surface Pipe by Alternate:         I         Length of Surface Pipe Planned to be set:         Length of Conductor Pipe (if any):         Projected Total Depth:         Formation at Total Depth:         Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
If Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	( <b>Note:</b> Apply for Permit with DWR )
KCC DKT #:	Will Cores be taken?
	If Yes, proposed zone:

### **AFFIDAVIT**

The undersigned hereby affirms that the drilling, completion and eventual plugging of this well will comply with K.S.A. 55 et. seq.

It is agreed that the following minimum requirements will be met:

- 1. Notify the appropriate district office *prior* to spudding of well;
- 2. A copy of the approved notice of intent to drill shall be posted on each drilling rig;
- 3. The minimum amount of surface pipe as specified below shall be set by circulating cement to the top; in all cases surface pipe shall be set through all unconsolidated materials plus a minimum of 20 feet into the underlying formation.
- 4. If the well is dry hole, an agreement between the operator and the district office on plug length and placement is necessary prior to plugging;
- 5. The appropriate district office will be notified before well is either plugged or production casing is cemented in;
- 6. If an ALTERNATE II COMPLETION, production pipe shall be cemented from below any usable water to surface within 120 DAYS of spud date. Or pursuant to Appendix "B" - Eastern Kansas surface casing order #133,891-C, which applies to the KCC District 3 area, alternate II cementing must be completed within 30 days of the spud date or the well shall be plugged. In all cases, NOTIFY district office prior to any cementing.

Submitted E	Electronically
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For KCC Use ONLY	
API # 15	
Conductor pipe required	feet
Minimum surface pipe required	feet per ALT. IIIII
Approved by:	
This authorization expires:	arted within 12 months of approval date.)
Spud date: Ag	ent:

#### Remember to:

- File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill;
- File Drill Pit Application (form CDP-1) with Intent to Drill;
- File Completion Form ACO-1 within 120 days of spud date;
- File acreage attribution plat according to field proration orders;
- Notify appropriate district office 48 hours prior to workover or re-entry;
- Submit plugging report (CP-4) after plugging is completed (within 60 days);
- Obtain written approval before disposing or injecting salt water.
- 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.
  - Well will not be drilled or Permit Expired Date: \_ Signature of Operator or Agent:

	-

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



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 E 📃 W
Number of Acres attributable to well:	Is Section: Regular or Irregular
	If Section is Irregular, locate well from nearest corner boundary.
	Section corner used: NE NW SE SW

PLAT

Show location of the well. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032). You may attach a separate plat if desired.



#### 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.

Side Two

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION 1170405

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 con Pit capacity:	Existing nstructed: (bbls)		
Is the pit located in a Sensitive Ground Water A	irea?	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)	
Is the bottom below ground level?	Artificial Liner?	lo	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	
Depth fro	om ground level to dee	epest point:	(feet)  No Pit	
Distance to nearest water well within one-mile of water well		Depth to shallo Source of inforr	west fresh water feet. mation: well owner electric log KDWR	
Emergency, Settling and Burn Pits ONLY:			over and Haul-Off Pits ONLY:	
Producing Formation:		Type of material utilized in drilling/workover:		
Number of producing wells on lease:		Number of working pits to be utilized:		
Barrels of fluid produced daily:		Abandonment p	procedure:	
Does the slope from the tank battery allow all spilled fluids to flow into the pit?		Drill pits must be closed within 365 days of spud date.		
Submitted Electronically				
	KCC	OFFICE USE OI	NLY	
Date Received: Permit Num	ber:	Permi	it Date: Lease Inspection: Yes No	

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

OIL & GAS CONS CERTIFICATION OF C	ATION COMMISSION 1170405 ERVATION DIVISION 1170405 Form Must Be Typed Form Must be Signed All blanks must be Filled
T-1 (Request for Change of Operator Transfer of Injection of	f Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); or Surface Pit Permit); and CP-1 (Well Plugging Application). mpanying Form KSONA-1 will be returned. Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Surface Owner Information:         Name:         Address 1:         Address 2:         City:	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 owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

#### Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- □ I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

## Submitted Electronically

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## AMENDMENT OF OIL AND GAS LEASE

This Amendment made and entered into this 1st day of August, 2013, by and between **Darrell J. Dortland and Kayla Dortland**, husband and wife, ("Dortland") Gorham, KS 67640, **Diane Mongeau**, a/k/a Diane M. Mongeau, n/k/a Diane Gross and Paul Gross, wife and husband, ("Mongeau") Gorham, KS 67640, Steven J. Pfeifer and Carol A. Pfeifer, husband and wife ("Pfeifer"), Victoria, KS 67671, DaMar Resources, Inc., ("DaMar"), a Kansas corporation, Hays, KS 67601, and Rama Operating Company, Inc., ("Rama"), a Kansas corporation, Stafford, KS 67578.

WHEREAS, Dortland is the owner of all minerals and/or royalty in and under the following described real estate situated in Ellis County, Kansas, to-wit:

South Half of the Southeast Quarter Less and Except the West Twentyfive (25) Acres (S/2 SE/4 less W 25 ac.) of Section Twenty-five (25), Township Thirteen (13) South, Range Sixteen (16) West of the 6<sup>th</sup> p.m., Ellis County, Kansas

WHEREAS, Mongeau is the owner of all minerals and/or royalty in and under the following described real estate situated in Ellis County, Kansas, to-wit:

West Twenty-five (25) Acres of the South Half of the Southeast Quarter (W. 25 ac. S/2 SE/4) of Section Twenty-five (25), Township Thirteen (13) South, Range Sixteen (16) West of the 6<sup>th</sup> p.m., Ellis County, Kansas

WHEREAS, Pfeifer is the owner of all minerals and/or royalty in and under the following described real estate situated in Ellis County, Kansas, to-wit:

East Half of the East Half of the Southwest Quarter (E/2 E/2 SW/4) of  $\checkmark$  Section Twenty-five (25), Township Thirteen (13) South, Range Sixteen (16) West of the 6<sup>th</sup> p.m., Ellis County, Kansas

WHEREAS, DaMar is an owner and operator of that certain Oil and Gas Lease ("Berens Lease"), described as follows:

Lessors: Lessee: Date: Recorded: Description:

Leo M. Brungardt et al.
James F. Ralstin and H. Deane Jirrels
June 5, 1959
Book 185, Page 305
Insofar and only insofar as said lease covers the S/2 SE/4 of ✓
Section 25-13S-16W, Ellis County, Kansas

STATE OF KANSAS } is instrument was filed for record o o'clock M recorded in EROFO SEP 11 2013 SEA QUAR Register of Deed Call: Damar

Amendment of Oil and Gas Lease Berens Lease Page 2

WHEREAS, Rama is an owner and operator of that certain Oil and Gas Lease ("Brungardt B Lease"), described as follows:

Lessors:	Leo M. Brungardt et al.
Lessee:	James F. Ralstin and H. Deane Jirrels
Date:	June 5, 1959
Recorded:	Book 185, Page 305
Description:	Insofar and only insofar as said lease covers the E/2 E/2
-	SW/4 of Section 25-13S-16W, Ellis County, Kansas

WHEREAS, the Berens Lease and Brungardt B Lease do not contain a provision allowing for the pooling and/or unitization of the lands covered by such shared base lease.

THEREFORE, Dortland, Mongeau, Pfeifer, DaMar and Rama, for the exchange of good and valuable consideration and to promote the efficient development of oil and gas under the above described base Oil and Gas Lease, agree as follows:

1. That the Lease shall be amended to add and insert the following provision ("Pooling Provision"):

Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases 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 such minerals in and under said land, such pooling to be in 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 and/or condensate or distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units 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 any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.

2. For the convenience of the parties any number of counterparts of this Amendment may be

## OIL AND GAS LEASE

AGREEMENT, Made and entered into this <u>27</u><sup>th</sup> day of <u>JUN</u> 2013, by and between

# Christopher L. Brungardt, Executor of the Estate of Gerald L. Brungardt, a/k/a Gary L. Brungardt, deceased,

parties of the first part, hereinafter called Lessor (whether one or more) and Brungardt Oil and Leasing, Inc., party of the second part, hereinafter called Lessee.

WITNESSETH, That the said Lessor for and in consideration of One Dollar (\$1.00) and other valuable consideration, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto said Lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipelines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land, "together with any reversionary rights therein," situated in the **County of Ellis, State of Kansas**, described as follows, to-wit:

### The North Half of the Southeast Quarter (N/2 SE/4)

#### of Section 25, in Township 13 South, Range 16 West of the 6th P.M., and containing 80 acres more or less.

It is agreed that this lease shall remain in full force for a term of one (1) year from the date hereof and as long thereafter as oil or gas, or either of them, is produced from said land or land with which said land is pooled by the Lessee, or the premises are being developed or operated.

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 he may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2. The lessee shall pay to Lessor for gas produced from any oil well and used by the Lessee for the manufacture of gasoline or any other product as royalty 1/8 of the market value of such gas at the mouth of the well; if said gas is sold by the Lessee, then as royalty 1/8 of the proceeds of the sale thereof at the mouth of the well. The Lessee shall pay Lessor as royalty 1/8 of the proceeds from the sale of gas as such at the mouth of the well where gas only is found and where such gas is not sold or used, Lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used as royalty. One Dollar (\$1) per net mineral acre retained hereunder, and while said royalty is so paid or tendered this lease shall be held as a producing lease under the above term paragraph hereof; the Lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the Lessor's sole risk and expense.

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.

3. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

- 4. Lessee shall have the right to use, free of cost, gas and oil produced on said land for its operation thereon
- 5. When requested by Lessor, Lessee shall bury his pipelines below plow depth.
- 6. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the Lessor.
- 7. Lessee shall pay for damages caused by its operations to growing crops on said land.

8. 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.

9. 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 the like effect as if such well had been completed within the term of years herein first mentioned.

10. If the estate of either party hereto is transferred, and the privilege of transferring in whole or in part is expressly allowed, or if the rights hereunder of either party hereto are vested by descent or devise, the covenants hereof shall extend to and be binding on the heirs, devisees, executors, administrators, successors, or assigns, but no change in the ownership of said land or of any right hereunder shall be binding on the Lessee until after Lessee has been furnished with the original or a certified copy thereof of any transfer by Lessor or with a certified copy of the will of Lessor together with a transcript of the probate thereof or, in the event Lessor dies intestate and his estate is being administered, with a transcript of the administration proceedings or, in the event of the death of Lessor and no administration being had on the estate, with an instrument satisfactory to Lessee executed by Lessor's heirs authorizing payment or deposit or tender for deposit to their credit as hereinbefore provided, at least thirty days before said rentals and royalties are payable or due, and or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said Lessee or any assignee thereof shall make due payments of said rentals. 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 the leased premises are now or hereafter owned in severalty or in separate tracts, the premises, nevertheless, may be developed and operated as an entirety, and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased area. There shall be no obligation on the part of the Lessee to offset wells on separate tracts into which the land covered by this

11. 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 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 may reimburse itself from any rental or royalties accruing hereunder.

12. The terms, covenants, and conditions hereof shall run with said land and herewith and shall be binding upon the parties hereto, their heirs, administrators, devisees, executors, successors and assigns; however, 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 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.

13. 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.

14. In the event that Lessee drills a well on the lease premises which results in a dry hole, Lessee shall pay to Lessor actual site damages sustained to the lease premises by reason of the drilling of said dry hole which Lessor and Lessee agree shall not be less than \$500 per dry hole drilled.



ENV. Thompson. Arthur. Davidson