For KCC Use:

Eff	e	ct	iv	е	Date:

District	#	

SGA?	Yes	No
SGAS	res	

Form

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

March 2010 Form must be Typed Form must be Signed All blanks must be Filled

Form C-1

NOTICE OF INTENT TO DRILL

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

KSONA-1, Ce	ertification of	Compliance with	the Kansas	Surface Owner	r Notification Ac	t, MUST be	e submitted with	this form
-------------	-----------------	-----------------	------------	---------------	-------------------	------------	------------------	-----------

Expected Spud Date:	Spot Description:
month day year	(a/a/a/a/a) Sec Twp S. R E W
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: Yes 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:
Directional, Deviated or Horizontal wellbore?	Water Source for Drilling Operations:
If Yes, true vertical depth:	Well Farm Pond Other:
Bottom Hole Location:	DWR Permit #:
KCC DKT #:	(Note: Apply for Permit with DWR)
	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 Electronically

For KCC Use ONLY	
API # 15	
Conductor pipe required	feet
Minimum surface pipe required	feet per ALT.
Approved by:	
This authorization expires:	
Spud date: Agent:	

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

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 Ag

ent:			

ш



For KCC Use ONLY

API # 15 - ____

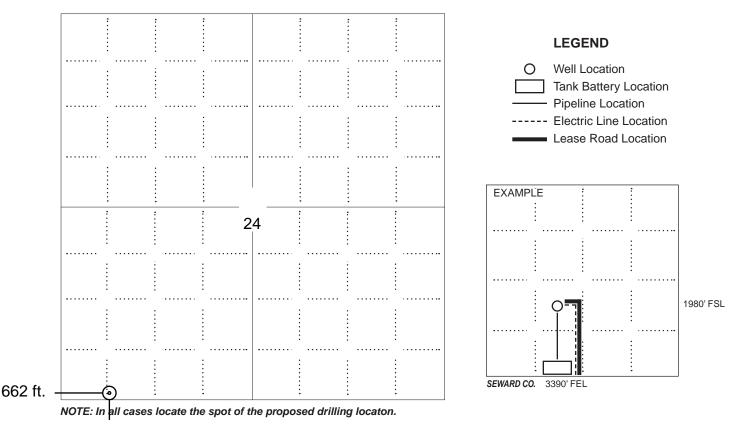
IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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.



96 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.

Side Two

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION 1218323

Form CDP-1 May 2010 Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

Operator Name:			License Number:				
Operator Address:							
Operator Address: Contact Person: Lease Name & Well No.: Type of Pit: Emergency Pit Burn Pit Settling Pit Drilling Pit Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled) Is the pit located in a Sensitive Ground Water Area? Yes No Yes Pit dimensions (all but working pits):			Phone Number:				
		Pit Location (QQQQ):					
Type of Pit:	Pit is:		··				
Emergency Pit Burn Pit	Proposed	Existing	SecTwpR East West				
Settling Pit Drilling Pit	If Existing, date co	nstructed:	Feet from North / South Line of Section				
	Pit capacity:		Feet from East / West Line of Section				
		(bbls)	County				
Contact Person: Lease Name & Well No.: Type of Pit: Pit is: Emergency Pit Burn Pit Settling Pit Drilling Pit Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled) Pit capacity:	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)					
		No	How is the pit lined if a plastic liner is not used?				
Contact Person: Phone Number: Lease Name & Well No: Pit Location (QQQ): Type of Pit: Pit is: Emergency Pit Burn Pit Drilling Pit Drilling Pit Workover Pit Hau-Off Pit: Workover Pit Hau-Off Pit: Workover Pit Hau-Off Pit Pit capacity:							
Depth fro	om ground level to dee	epest point:	(feet) No Pit				
		Source of inform	nation:				
	feet						
-							
	pilled fluids to	Drill pits must be closed within 365 days of spud date.					
		· · · ·					
	КСС	OFFICE USE OI	NLY				
Date Received: Permit Num	ber:	Permi	t Date: Lease Inspection: Yes No				

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

Kansas Corpora Oil & Gas Conse CERTIFICATION OF CO KANSAS SURFACE OWN	BVATION DIVISION January 2014 Form Must Be Typed Form must be Signed All blanks must be Filled Form must be Filled
This form must be submitted with all Forms C-1 (Notice of I T-1 (Request for Change of Operator Transfer of Injection or Any such form submitted without an accorr Select the corresponding form being filed: C-1 (Intent) CB-1 (Ca	Surface Pit Permit); and CP-1 (Well Plugging Application). apanying Form KSONA-1 will be returned.
OPERATOR: License # Name:	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.

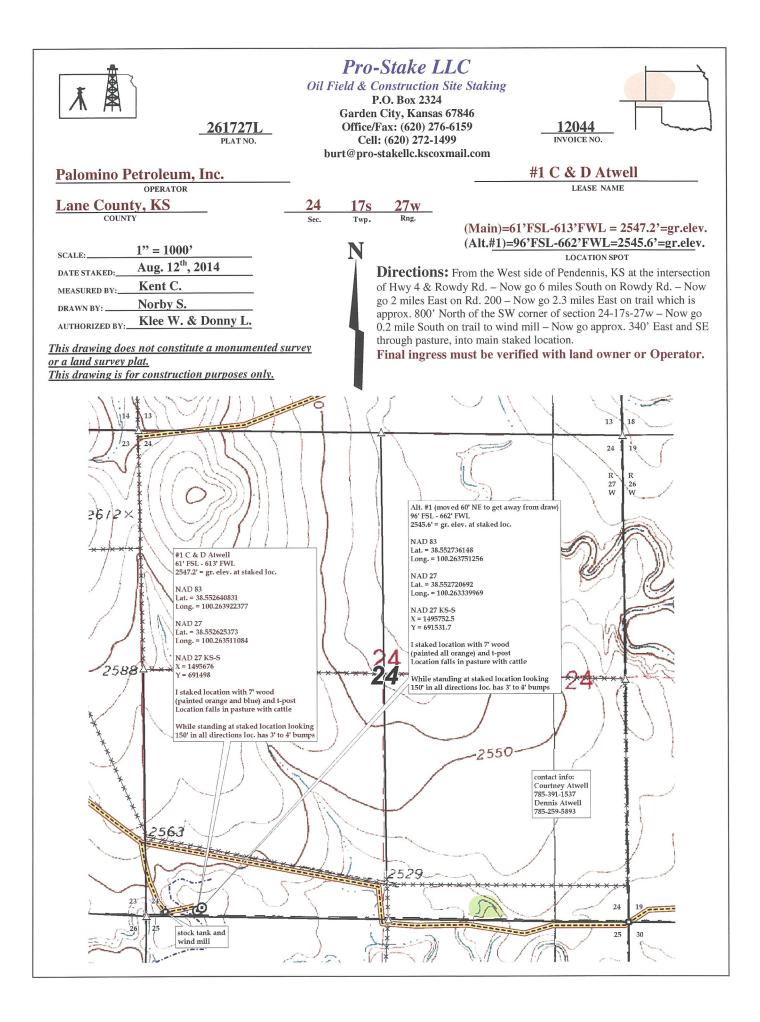
Select one of the following:

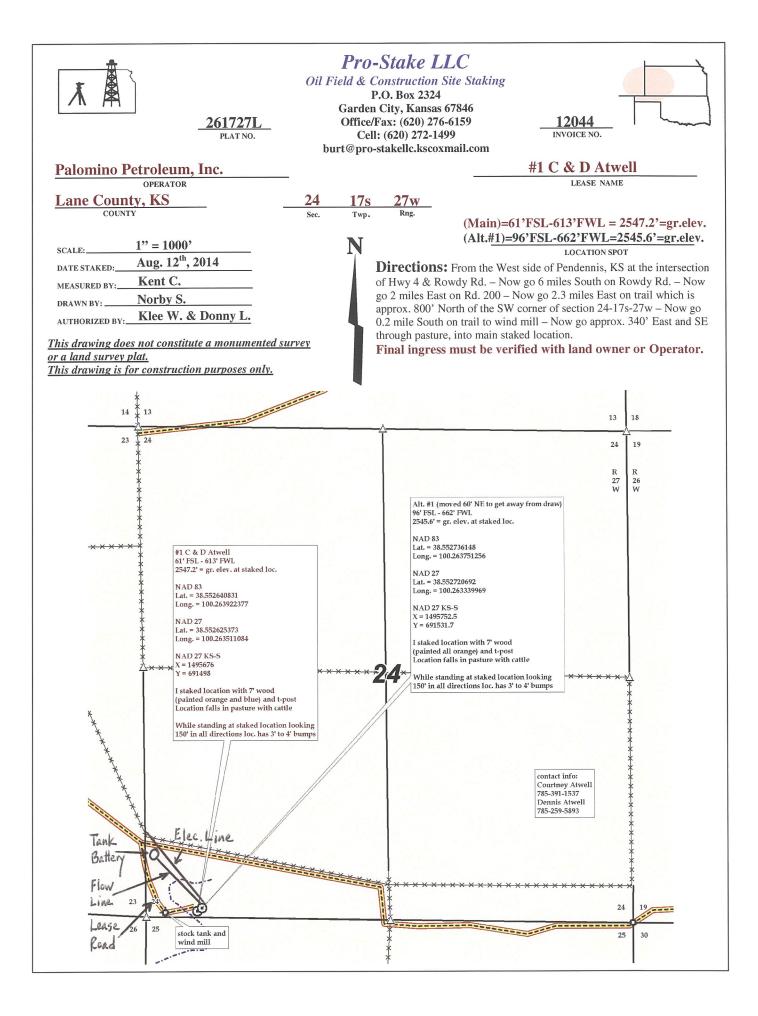
- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this 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 must provide the name and address of the surface owner by filling out the top section of this form and 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

I





Form 88 — (PRODUCER'S SPECIAL) (PAID-UP)			Reorder No. 09-115	700 S	sas Blue Print Broadway PO Box 703 ichita, KS 67201-0793
63U (Rev. 1993)	OIL AND GAS	LEASE	00-110		264-9344-264-5165 fax kbp.com · kbp@kbp.com
13th	n August				2012
AGREEMENT, Made and entered into the Courtney L. Atwell and Paula	day of				,,
by and between					
Dennis C. Atwell, a single pe					
Brian M. Atwell, a single pers					
Merritta A. Combs, a single p					
whose mailing address is 19943 A Road Utica	, KS 67584		hereinafter	called Lessor (w	hether one or more),
and Palomino Petroleum, Inc.					
					inafter caller Lessee:
Lessor, in consideration of One and More is here acknowledged and of the royalties herein provide		Dollars (\$ On	e (\$1.00)) in hand p	aid, receipt of which
is here acknowledged and of the myaltics herein provide of investigating, exploring by geophysical and other me constituent products, injecting gas, water, other fluids, an and things thereon to produce, save, take care of, treat, ma products manufactured therefrom, and housing and other therein situated in County of <u>Lane</u>	d air into subsurface strata, laying pipe li	nes, storing oil, building tanks, id oll, liquid hydrocarbons, gas ing described land, together wi	power stations,	telephone lines, ective constituer ary rights and af	and other structures
herein situated in County of	wnship 17 South, Range 2				
Se	ection 24: SW/4	/ West			
		and containing		8 0705	more or less, and all
In Section, Township accretions thereto.	, Range				nd as long thereafter
In consideration of the premises the sub-frage c lat. To deliver to the credit of lessor, free of co- from the leased premises. 2nd. To pay lessor for gas of whatsoever natur at the market price at the well, lout, as to gas sold by h premises, or in the manufacture of products therefrom, as royalty One Dollar (\$1.00) per year per net mineral meaning of the preceding paragraph.	e or kind produced and sold, or used off essee, in no event more than one-eighth said payments to be made monthly. Who acre retained hereunder, and if such pa	the premises, or used in the m (½) of the proceeds received by ere gas from a well producing yment or tender is made it wil	aanufacture of a v lessee from suc gas only is not v l be considered	ny products there h sales), for the sold or used, less that gas is being	from, one-eighth (%), gas sold, used off the ee may pay or tender produced within the
meaning of the preceding patagraph. This lease may be maintained during the prim- of this lease or any extension thereof, the lease shall have found in paying quantities, this lease shall continue and If said lessor owns a leas interest in the above	he in force with like affect as if such we	Il had been completed within th	he term of years	first mentioned.	
Lessee shall have the right to use, free of cost, go When requested by lessor, lessee shall bury lesse	e's pipe lines below plow depth.				
No well shall be drilled nearer than 200 feet to the	he house or barn now on said premises v	vithout written consent of lesso	r.		
Lessee shall pay for damages caused by lessee's Lessee shall have the right at any time to remov	a all machinery and fixtures placed on a	aid premises, including the rig.	ht to draw and r	emove casing.	
If the estate of either party hereto is assigned executors, administrators, successors or assigns, but n lessee has been furnished with a written transfer or ass	, and the privilege of assigning in who o change in the ownership of the land signment or a true copy thereof. In case is ubcovered to the date of assignment	ole or in part is expressly allo or assignment of rentals or re- lessee assigns this lease, in wh	oyalties shall be ole or in part, les	binding on the	eved of all obligations
Lessee may at any time execute and deliver to surrender this lease as to such portion or portions and b	lessor or place of record a release or re e relieved of all obligations as to the acre	Palas Palas	an Pequilations	and this lease sh	all not be terminated
in whole or in part, nor lessee held liable in damages, I	or failure to comply therewith, it compli	ance is prevented off of it			
Regulation. Lessor hereby warrants and agrees to defend th any mortgages, taxes or other liens on the above descri- signed lessors, for themselves and their heirs, successo as said right of dower and homestead may in any way s	ors and assigns, hereby surrender and r	elease all right of dower and made, as recited herein.	homestead in th	e premises desci	ibed herein, in so fa
Lesse, at its option, is hereby given the right i immediate vicinity thereof, when in lesses's judgment conservation of oil, gas or other minerals in and under or units not exceeding 40 acres each in the event of ar record in the conveyance records of the county in why pooled into a tract or unit shall be treated, for all purp found on the pooled acreage, it shall be treated, as if are royalites elsewhere herein specified, lessor shall recei placed in the unit or his royalky interest therein on an a	and power to pool or combine the acreage it is a necessary or advisable to do so r and that may be produced from said po oil well, or into a unit or units not exc loch the land herein leased is situated obsers except the payment of royalties on duclion is had from this lease, whether ve on production from a unit so pool creage basis bears to the total acreage as	re covered by this lease of any in order to properly develop a remises, such pooling to be of eeding 640 acres each in the e an instrument identifying and production from the pooled un the well or wells be located on d only such portion of the roo o pooled in the particular unit i	tracts contiguou vent of a gas we describing the hit, as if it were the premises co yalty stipulated involved.	is to one another ell. Lessee shall of pooled acreage, included in this vered by this lear herein as the s	and to be into a un execute in writing an The entire acreage a lease. If production is or not. In lieu of th mount of his acreage
If, at the end of the primary term, this lease is not otherwise or tender to Lessor, the sum of \$25.00 multiplied by the number lease, the primary term shall be extended for an additional ter	m of one (1) year from the end of the primary	term hereof.	see on or before to bject to this lease;	he end of the prim and subject to the	ary term shall pay or other provisions of this
Lessee must obtain approval from Lessor prior to unitizing this	s lease or any portion thereof with lands owned	ed outside the Atwell family.			to a class the second state
Notwithstanding any other terms hereof, if a producing well is lease shall be considered to be separate leases on each quar	ter-quarter section covered nereby.				tension thereof, this
This lease is comprised of two (2) separate leases described	as the following tracts. This lease shall be co	nsidered for all purposes a separa	te lease on each t	ract.	
Township 17 South, Range 27 West					

Tract 1: Section 24: S/2 SW/4 Tract 2: Section 24: N/2 SW/4

This lease is subject to a letter agreement dated August 13, 2012.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written. Witnesses: 0 Courtney L. Atwell 6 Dennis C. Atwei The Brian M. Atwell

Paula G. Atwell Paula G. Atwell Merritta A. Combo Merritta A. Combo

63U (Rev. 1993)		r	211	ALIP		AC I I	= 1 0			eorder 09-11		B	Wich 316-26	ita, KS 67201-0 4-9344 • 264-516	793 55 fax
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ACREEMENT Ma	de and entered into th		15th	day of			June								20	06
	Denn	is C	. Atwe	211,			a sir	ngle	perso	n						
and between	Cour	tnev	Atwe]	11.	Exect	itor	of th	ie Me	rritt	С.	Atwe	11 E	stat	e		
															m	
	Cour	tney	Atwe]	11,	Trus	tee I	1err11	it C.	Atwe	II R	evoc	able	LlV	ing	Trust	
	RR l,	Box	31	Ut	ica,	Kans	sas				herei	nafter ca	lled Le	sor (wh	ther one or	more
ose mailing address is _ J. Fred	Hambright	Inc.	125	N.	Mark	et i	#1415	Wic	hita,					sor (mit	the one of	more
1													2			
					7 14-					0.0	(1	001		, herein	after caller L	esse
Lessor, in consideratere acknowledged and o	ion of				d Mo:				Dollars (s_One	(1.	00)	_) in h	and paid	l, receipt of	whic'
things thereon to produce ducts manufactured there ein situated in County of	efrom, and housing a	nd otherw	vise caring Lane	for its e	employee	es, the fo	llowing de	escribed la	ind, toget.	ner with ISAS	any rev	ersionary	rights	and after	acquired in as follows t	teres
							_									
		-	Townsh	A.			, Rang	je 27	West	_						
		1	Sectio	on 2	25: N	W/4										
												1.00				
Section	, Township			, Rar	nge			, and con	taining _			160		acres, m	ore or less, a	and a
cretions thereto.	sions herein containe gas or other respectiv				6		Two	(2)				lad "prim	ary tar	m") end	as long the	reaft
oil, liquid hydrocarbons,	gas or other respectiv	d, this les	uent produ	cts, or a	n torce to any of th	em, is pr	of oduced fro	m said la	nd or land	d with w	hich sai	d land is	pooled.	in <i>)</i> . and	as long the	Leure
In consideration of	the premises the said	lessee co	venants ar	nd agree	es:											
1st. To deliver to m the leased premises.	the credit of lessor, fr	ee of cost	, in the pip	e line t	o which	lessee m	ay connect	wells on	said land	, the equ	al one-e	ighth (½)) part of	all oil p	roduced and	save
the market price at the mises, or in the manufa royalty One Dollar (\$1.4 aning of the preceding p	cture of products ther DO) per year per net r aragraph.	old by les cefrom, sa nineral ac	see, in no iid paymen cre retaine	event n nts to b d hereu	nore than e made n inder, an	n one-eig nonthly. d if sucl	hth (¼) of Where gas h payment	the proce s from a v t or tende	eeds receiv well produ r is made	red by le cing gas it will b	ssee fro only is e consid	m such s not sold ered tha	ales), fo l or use t gas is	or the ga d, lessee being p	s sold, used may pay or roduced with	tend tin th
this lease or any extens ind in paying quantities,	this lease shall conti	shall hav nue and b	ve the righ be in force	nt to dri with lik	ill such v te effect a	vell to co as if such	mpletion well had	with reaso been com	pleted wit	igence a hin the	nd disp erm of	itch, and years firs	if oil o t menti	r gas, or oned.	either of th	iem,
If said lessor owns said lessor only in the p	a less interest in the	e above d or's intere	escribed la st bears to	ind that the wh	in the en iole and	tire and undivide	undivided d fee.	fee simp	le estate f	herein, t	hen the	royaltie	s hereir	provide	d for shall b	oe pa
Lessee shall have t	he right to use, free of	f cost, gas	s, oil and w	ater pr	oduced o	n said la	nd for less	see's opera	ation there	eon, exce	pt wate	r from th	e wells	of lessor	5	
	lessor, lessee shall bu															
	illed nearer than 200							. written (consent of	lessor.						
	r damages caused by he right at any time t							emises ir	cluding t	ne right	to draw	and rem	ove cas	ng.		
If the estate of eit cutors, administrators, see has been furnished	her party hereto is a	ssigned,	and the pr	rivilege	of assig	ning in of the l	whole or and or as	in part is signment	expressly of rentals	allowed	l, the co lties sh	ovenants all be bi	hereof nding c	shall ex n the lea	ssee until al	tuer t
h respect to the assigned	portion or portions a	r or assigning su	bsequent to	o the da	ate of ass	ignment		0								
ith respect to the assigned	d portion or portions a time execute and de	arising su liver to le	bsequent to essor or pl	o the da ace of r	ecord a	ngnment release c	i. or releases	covering	any porti							there

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 payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessors, and be subcograted to the rights of the holder thereof, and the under-signed lessors, for themselves and their heirs, successors and assigns, hareby 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 lesse 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 and lexeue in writing and pooled into a tract or unit shall be treated, for all purposes excepi the payment of royalties on production from the pooled curits as if it were included in this lease. If production is found on the pooled acrese, it shall be treated, for all production is had from this lease, whether the well or wells be located on the premises covered by this lease. If production is placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled on the particular unit involved.

See RIDER attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned exclute his instrument as of the day a	nd year first above written.
IN WITNESS TREACOF, the understand exclusion and the set of an and a	Contra S, atuell TTE
Dennis C. Atwell	Courtney Atwell, Executor of the Merritt

C. Atwell Estate , and Trustee

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/

Shari Feist Albrecht, Chair Jay Scott Emler, Commissioner Pat Apple, Commissioner Sam Brownback, Governor

August 13, 2014

K. Robert Watchous Palomino Petroleum, Inc. 4924 SE 84TH ST NEWTON, KS 67114-8827

Re: Drilling Pit Application C & D Atwell 1 SW/4 Sec.24-17S-27W Lane County, Kansas

Dear K. Robert Watchous:

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. KEEP PITS away from draw/drainage.

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.