

Well will not be drilled or Permit Expired Date: _

Signature of Operator or Agent:

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

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1219177

Form C-1

March 2010

Form must be Typed

Form must be Signed

All blanks must be Filled

NOTICE OF INTENT TO DRILL

Expected Spud Date:	Spot Description:
month day year	Sec Twp S. R E V
DPERATOR: License#	(Q/Q/Q/Q) feet from N / S Line of Section
Name:	feet from E / W Line of Section
ddress 1:	Is SECTION: Regular Irregular?
ddress 2:	(Note: Locate well on the Section Plat on reverse side)
City: State: Zip: +	County:
Contact Person:	Lease Name: Well #:
hone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
lame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
Oil Enh Rec Infield Mud Rotary	Ground Surface Elevation:feet MS
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile:
Disposal Wildcat Cable	Public water supply well within one mile:
Seismic ; # of Holes Other	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 III
	Length of Surface Pipe Planned to be set:
Operator:	Length of Conductor Pipe (if any):
Well Name: Original Total Depth:	Formation at Total Depth:
Original Completion Bate Original Total Beptil	Water Source for Drilling Operations:
rirectional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR)
(CC DKT #:	Will Cores be taken?
	If Yes, proposed zone:
ΔFF	IDAVIT
he undersigned hereby affirms that the drilling, completion and eventual plu	
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he undersigned hereby affirms that the drilling, completion and eventual plu	gging of this well will comply with K.S.A. 55 et. seq.
The undersigned hereby affirms that the drilling, completion and eventual plut is agreed that the following minimum requirements will be met: 1. Notify the appropriate district office <i>prior</i> to spudding of well; 2. A copy of the approved notice of intent to drill <i>shall be</i> posted on each 3. The minimum amount of surface pipe as specified below <i>shall be set</i> the	gging of this well will comply with K.S.A. 55 et. seq. drilling rig; by circulating cement to the top; in all cases surface pipe shall be set
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For KCC Use ONLY	
API # 15	

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

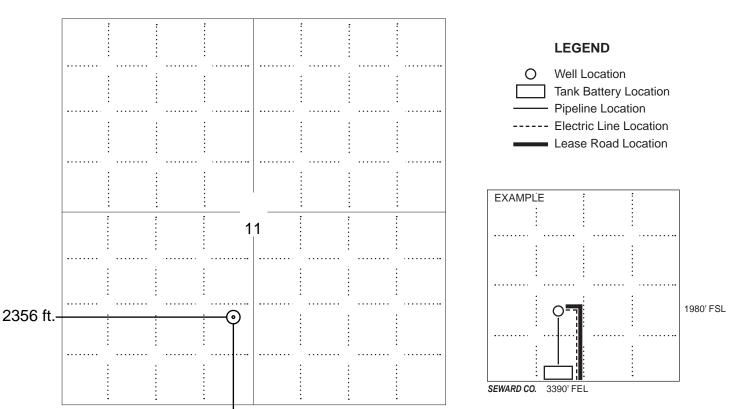
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section 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.

1200 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	SecTwp R
Settling Pit Drilling Pit	If Existing, date co	nstructed:	Feet from North / South Line of Section
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit capacity:		Feet from East / West Line of Section
		(bbls)	County
Is the pit located in a Sensitive Ground Water Area? 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?
Yes No			
	Length (fee		Width (feet)N/A: Steel Pits (feet) No Pit
If the pit is lined give a brief description of the li	om ground level to dee ner		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 shallor Source of inform	west fresh water feet. nation:
feet Depth of water wellfeet		measured	well owner electric log KDWR
Emergency, Settling and Burn Pits ONLY:		Drilling, Worko	ver and Haul-Off Pits ONLY:
Producing Formation:		Type of materia	l utilized in drilling/workover:
Number of producing wells on lease:		Number of work	ring 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? Yes No		Drill pits must b	e closed within 365 days of spud date.
Submitted Electronically			
,			
KCC OFFICE USE ONLY Liner Steel Pit RFAC RFAS			
Date Received: Permit Num	ber:	Permi	t Date: Lease Inspection: Yes No



1219177

Form KSONA-1
January 2014
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:
Name:	SecTwpS. R 🗌 East 🗌 West
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: State: Zip:+	
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 	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.
KCC will be required to send this information to the surface of task, I acknowledge that I must provide the name and address that I am being charged a \$30.00 handling fee, payable to the	fee with this form. If the fee is not received with this form, the KSONA-1
Submitted Electronically	

(Rev. 1993) 930

LEASE OIL AND GAS

Kansas Blue Print 700 S. Broadway PO Box 763 Witchin, KS 67201-0793 316-264-6344-264-5165 fax www.kbp.com · kbp@kbp.com

2014 wife, his man, DeeAnn Bisagno, January married ಸ 10th Bisagno, the Ą David AGREEMENT, Made Š

whose mailing address is P.O. Box 608, 27 Taylor Ave., Augusta, KS 67010 Downing-Nelson Oil Co. Inc.	— hereinafter called Lessor (whether one or more
	hereinafter caller Lessee
Lessor, in consideration of _One_&_Cother valuable_consideration) in hand paid, receipt of which est and lets exclusively unto leasee for the purpose with dispersions, and their respective went stations, relephone all gases, and other structures and their respective constituent products and other my reversionary rights and after-acquired interest
	Appropriate to fall and an inches

Southeast Quarter (SE/4)

thereafter oil, liquid hydrocarbons, gas or other respective constituent 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:

In consideration of the premises the said lessec covenants and agrees: 1st. To doliver 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 (%) part of all oil produced and saved ; lessed premises. from the

2nd. 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 (%), of the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (%) of the proceeds received by lessee from such sales), for the gas sold, used of the gas rely and the gas rely as reyalty. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as reyalty One Dollar (\$1.00) pay 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.

the said

If said lessor owns a less interest in the above described land than the enter and undivided fee simple estate therein, then the royalties herein provided for shall be paid 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 iessee's operation; thereton, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow dopth.

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 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, fors, administrators, successors or assignment or a true copy thereof. In case lessee useigns this lease, in whole or in part, lessee shall be relieved of all obligations respect to the assigned with a written transfer or assignment to a true copy thereof. In case lessee useigns this lease, in whole or in part, lessee shall be relieved of all obligations respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such partion 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, Rules

Lessor hereby warrants and agrees to defend the title to the lands herent described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment signed lessors, 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 understand less and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far lessor, at its option, is hereby given the right and power to pool or combine the acreage covered by this less 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 or units not exceeding 40 acres sends in the event of an all will or into a unit or units not exceeding 600 acres can'l to be of tracts contiguous to one another and to be into a unit record in the conveyance records of the county in which the land herein lessed is stituated an instrument identifying and describing the pooled acreage. The entire acreage so found on the people acreage of the county in which the land herein lessed is stituated an instrument identifying and describing the pooled acreage. The entire acreage so found on the people acreage, and the propers except the payment of royaltius on production from the pooled unit, as if it were included in this leass. 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 paticular unit involved.

If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.

Lessors' spouses join in the grant of this Lease for the sole purpose of granting consent and for no other purpose.

instrument as of the day and year first above IN WITNESS WIKEREOF, th

David

BISAGNO DEEANN

Kansas - Ness 368 Page: State of I Book: (Receipt #: 47679 Pages Recorded: 2 Cashior Initials: MH ,

· Ness County 'age: 585 Recording Fee: \$12.00

Date Recorded: 1/17/2014 9:50:00 AM

800k: 368 Page: 586

1000 M	
F Suffly ginstrument was acknowledged before me rid A. Bisagno,	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkÇoNe) 10th day of 10th day of 10th day of 10th day of 10th day
a married man, WeeAnn bisagno, nis	wrie.
My Api	MALISSA MURPHY Notary Public - State of Kansas Malissa Murphy Malissa Murphy
ا به با	ACKNOWLE d
My commission expires	Notary Public
STATE OF	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
COUNTY OF The foregoing instrument was acknowledged before me this hv.	s day of """
My commission expires	Notary Public
STATE OF	ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCone)
COUNTY OF The foregoing instrument was acknowledged before me this	s day of and
We arrange incide and an incident	
My Commission Charles	Notary Public
STATE OF OUNTY OF The foregoing instrument was acknowledged before me this	AOKNOWLEDGMENT FOR County day of
ofcorporation, on behalf of the corporation.	3
My commission expires	Notary Public

(Rev. 1993) 930

OIL AND GAS LEASE

Kansas Blue Print 700 S. Broadway PO Box 793 Within, KS 6721-0793 316-284-6344-284-5165 fax www.kbp.com : kbp@kbp.com

2014

her husband and David Bleakley, January Kay Bleakley, a married women, 10th AGREEMENT, Made and entered into the ŝ

whose multing address is 7015 Overhill Rd., Mission Hills, KS 66208 hereinafter called Lessor (whether of DOWNING-Nelson Oil Co., Inc. Lessor, in consideration of One & other valuable consideration Dollars (\$1.00) in hand paid, rece fine acknowledged and of the agreements of the lesses herein contained, hereby grants, lesses and lets exclusively unto lesses for onstitution produces, injecting 333, water, other fluids, and air into subsufface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other noduces, save, take care of, treat, manufacture, process, store and transportated oil, liquid hydrocarbons, all gases, and other noduces and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquisited in County of NeSs			n of the royalid geophysis; gas, wate , save, take rom, and h
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Southeast Quarter (SE/4)

equal one-eighth (1/4) part of all oil produced and saved said land, the lst. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells from the leased premises.

In consideration of the premises the said lessee covenants and agr

2nd. 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 (¹/₂) of the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (¹/₂) of the proceeds received by lessed from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas fas from a well producing gas only is not sold or used, lessee may pay or tender meaning of the preceding paragraph.

This locae 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 found the maintained during the primary term hereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gras, 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 monitoned.

If said lessor owns a less interest in the above described hand than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid Lessee shall have the right to use, free of cost, gras, oil and water produced on said land for lesseo's operation thereon, except water from the wells of lessor.

No well shall be drilled neurer than 200 feet to the house or barn now on said premises without written consent of lessor.

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

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

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

Lessee shall have the right any time to enoney all machinery and fixtures placed or assigning the whole or in part, lessee shall be binding on the lessee and including the privilege of assignment.

If the estate of oither party hereto is assignment at two copy of remaining the privilege of assignment.

Lessee may at any time execute and deliver to lesser or place of record a release covering any portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lesser or place of record a release suremdered.

All expresses or missing doverances of this le

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 signed lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead may in event of an assigns, hereby surrender and release all right of dower and homestead may in any way affect the purposes for which this lesse is made, as recited herein, as the premises described herein, in so far 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 according to the control in an adder and that may be produced from said premises, such pooling to be of fracts contriguous to one another and to be into a unit cor units not exceeding 40 acres each in the event of an oil well, or into a wint or units not exceeding 50 acres such in the event of an oil well, or into a wint or units not exceeding 50 acres such in the county in which the land herein lesses is interested to a firette contiguous to one another and to be into a unit record in the conveyance records of the county in which the land herein lesses is interested to a large such in the acres for an another of a man and the production from the pooled acres of a firette contrigued in this lease. If it 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 placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage a pooled in the particular unit involved.

If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.

Lessors' spouses join in the grant of this Lease for the sole purpose of granting consent and for no other purpose.

BLEAKLEY t-above written. DAVID ent as of the day and year ٠, 74 IN WITNESS WHEREOF, the KAY Ś

s - Ness County Page: 587 Recording 368 Book: Seceipt #: 47679
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ding Fee: \$12,00

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Book: 368 Page: 588

(PRODUCER'S SPECIAL) (PAID-UP) FORM 88

ding Fee: State of Kansas - Ness County
Book: 368 Page: 784
Receipt #: 48043
Pages Recorded: 2
Castrier Initials: MH

Date Recorded: 2/4/2014 9:45:00

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 28th day of January	2014
by and between David L. Albers and Sharla K. Albers, husband and wife,	
30077 240 Rd	
whose mailing address is TR 1 Brownell, KS 67521 hereinsfer ralled Lesent (whether one are more)	(cate at 6 a
and Downing-Nelson Oil Co., Inc.	To an an and an
hereinafter caller Lessee:	r caller Lessee:
Lesson, to consideration of One & Other valuable consideration Dollars (\$ 1.00) in hand paid, receipt of which is here acknowledged and of the novided and of the agreements of the lessee herein contained, hereby grants, lesses and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting dulling, mining and present for and producting the purpose	ceipt of which or the purpose
constituent products, injecting gas, water, other fluids, and air into subsurface strat, laying pipe lines, so the products of an injecting gas, water, other fluids, and air into subsurface strat, laying pipe lines, so so the strategies of the strategies, power stations, telephone lines, and other structures and things thereon to produce, aave, take care of, treat, manufacture, process, store and transportasid oil, liquid hydrocarbons, gases and their respective constituent products and other products and other products and other products and other other structures and so the structure of the s	their respective other structures ducts and other
therein situated in County of Wess State of Kansas described as follows to write	fullows to-wit-

Southwest Quarter (SW/4)

ining 22 West Range . 17

Subject to the provisions herein contained, this lease shall remain in force for a term of Three (3) mars 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 produced from said land or land with which said land is pooled.

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

1st. To deliver to the credit of leason, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-cighth (%) 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 used in the manufacture of any products therefrom, one-sighth (%) 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. Where see from savely products therefrom, said payments to be made monthly. Where see from savely produces therefrom, said payments to be made monthly. One boddering produces therefrom an array from the second payments to be made monthly to the production of the products therefore therefrom manning of the proceeding passegas are presented by the products that goes in being produced within the manning of the proceeding passegas in the products that goes in being produced within the considered that goes in being produced within the manning of the preceding passegas in the proceeding passegas in the payment of the proceeding passegas in the payment of the proceeding passegas and the proceed of the proceed o

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the leasee shall commence to drill a well within the term of them, be found in paying quantities, this lease shall have the right to drill such well to completed within the term of years first mentioned.

If said leasor 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 leasor owns a less interest in the above described land than the entire and undivided fee.

Leasee shall have the right to use, free of cost, gas, oil and water produced on said land for leasee's operation thereon, except water from the wells of leasor.

When roquested by leaser, leasee'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 leasor.

Leasee 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.

Leasee 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.

Leasee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the covenants hereof shall extend to their heirs, leasee has been furnished with a written transfer or assignment or a true copy thereof. In case leases assigns this lease, in whole or in part, leasee shall be relieved of all obligations as to the accesses may at any time exceute and deliver to leasor or place of record a release covering may portion or portions and be relieved of all obligations as to the accesses energy at each portion or portions and be relieved of all obligations as to the accesses overland to the accesses overland to the lease as to such portions and be relieved to the lease as to such portions and be relieved to the lease as to such portions and be relieved to

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. Regulation.

Regulation.

Lesson 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 lesson, by payment by lesson, and be subrogated to the rights of the holder thereof, and the under a signed lessons, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead may in any way affect the purposes for which this lesse 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 theored with other land, lesse or leases in the conservation of oil, gus 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 record in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of an oil well, or into a unit or units and exceeding 640 acres each in the event of a not worth the land herein lesses is successful to the conveyance records of the county in which the land herein lessed is situated an instrument identifying and describing the pooled acreage. The entire acreage so found on the product or unit shall be treatted as if production is had from this lesse, whether the well or wells be located on the premises covered by this lesse or not. In lieu of the placed in the unit or his royalty interest thurvin on an acreage basis bears to the total acreage so pooled in the particular unit involved.

and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devisee, descent or If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed otherwise, or to furnish separate measuring or receiving tanks.

WITNESS WHEREOF, the M

Albers

David

Albers Sharla

STATE OF KANSAS COUNTY OF 7 ESS The foregoing instrument was acknowledged before me this 2 day of 3 mind Sharla K. Albers, and Sharla K. Albers,	
My commission expires 2-15-1/2 (A) My commission expires (A)	
STATE OF ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe) COUNTY OF day of and	
My commission expires	
STATE OF COUNTY OF The foregoing instrument was acknowledged before me this day of	
My commission expires	
ATE OF UNTY OF e foregoing instrument was acknowledged before me this	
My commission expires Notary Public	
No. of AND GAS LEASE PROM TO 1)ate Section Twp. Rge. County County At County At O-clock M., and duly recorded in Book O-clock M., and duly recorded in Book O-clock M. and duly recorded M. Book O-clock M. and duly recorded M. Book M. And M. Book M. And M. Book M. Book M. And M. Book M. Book M. Book M. Book M. And M. Book M. Boo	† 1
STATE OF COUNTY OF The foregoing instrument was acknowledged before me this ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)	
3	
My commission expires	
. Notary Fublic .	

For KCC Use ONLY	
API # 15	

Operator: Downing Nelson Oil Company Inc

Lease: Albers BB Unit

Well Number: 1-11

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.

Location of Well: County: Ness

feet from

W Line of Section

1,200

2,356

Field: Wildcat				Sec. <u>11</u>	Sec. <u>11 Twp. 17 S. R. 22 L E X</u> W				
	Acres attributable		IE - SE - S	ls Section:	Regular or	Irregular			
QTR/QTR/QTR of acreage: NE - NE - SE - SW				If Section	If Section is Irregular, locate well from nearest corner boundary. Section corner used: NE NW SE SW				
			es and electrical lines		nsas Surface Owne	e predicted locations of r Notice Act (House Bill 2032).			
			Tou may all	ист и вориние рист и					
	<u>t</u>		; ;			LEGEND			
						Well Location Tank Battery Location			
	·	' , '		· ·		Pipeline Location Electric Line Location			
						Lease Road Location			
			_ 11		EXAMI	PLE :			
						<u> </u>			
356 ¹	······································					1980' E	₹SL		
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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.

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

Conservation Division 266 N. Main St., Ste. 220 Wichita, KS 67202-1513



Phone: 316-337-6200 Fax: 316-337-6211 http://kcc.ks.gov/

Sam Brownback, Governor

Shari Feist Albrecht, Chair Jay Scott Emler, Commissioner Pat Apple, Commissioner

September 10, 2014

Ron Nelson Downing-Nelson Oil Co Inc PO BOX 1019 HAYS, KS 67601

Re: Drilling Pit Application Albers BB Unit 1-11 SW/4 Sec.11-17S-22W Ness County, Kansas

Dear Ron Nelson:

District staff has inspected the above referenced location and has determined that the reserve pit shall be 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 within 96 hours of completion of drilling operations. KEEP PITS on East side of stake.

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.