



TEMPORARY ABANDONMENT WELL APPLICATION

OPERATOR: License# _____
 Name: _____
 Address 1: _____
 Address 2: _____
 City: _____ State: _____ Zip: _____ + _____
 Contact Person: _____
 Phone: (_____) _____
 Contact Person Email: _____
 Field Contact Person: _____
 Field Contact Person Phone: (_____) _____

API No. 15- _____
 Spot Description: _____
 _____ - _____ - _____ - _____ Sec. _____ Twp. _____ S. R. _____ E W
 _____ feet from N / S Line of Section
 _____ feet from E / W Line of Section
 GPS Location: Lat: _____, Long: _____
(e.g. xx.xxxxx) (e.g. -xxx.xxxxx)
 Datum: NAD27 NAD83 WGS84
 County: _____ Elevation: _____ GL KB
 Lease Name: _____ Well #: _____
 Well Type: (check one) Oil Gas OG WSW Other: _____
 SWD Permit #: _____ ENHR Permit #: _____
 Gas Storage Permit #: _____
 Spud Date: _____ Date Shut-In: _____

	Conductor	Surface	Production	Intermediate	Liner	Tubing
Size						
Setting Depth						
Amount of Cement						
Top of Cement						
Bottom of Cement						

Casing Fluid Level from Surface: _____ How Determined? _____ Date: _____
 Casing Squeeze(s): _____ to _____ w / _____ sacks of cement, _____ to _____ w / _____ sacks of cement. Date: _____
(top) (bottom) (top) (bottom)
 Do you have a valid Oil & Gas Lease? Yes No
 Depth and Type: Junk in Hole at _____ Tools in Hole at _____ Casing Leaks: Yes No Depth of casing leak(s): _____
(depth) (depth)
 Type Completion: ALT. I ALT. II Depth of: DV Tool: _____ w / _____ sacks of cement Port Collar: _____ w / _____ sack of cement
(depth) (depth)
 Packer Type: _____ Size: _____ Inch Set at: _____ Feet
 Total Depth: _____ Plug Back Depth: _____ Plug Back Method: _____

Geological Data:

Formation Name	Formation Top	Formation Base	Completion Information
1. _____	At: _____	to _____ Feet	Perforation Interval _____ to _____ Feet or Open Hole Interval _____ to _____ Feet
2. _____	At: _____	to _____ Feet	Perforation Interval _____ to _____ Feet or Open Hole Interval _____ to _____ Feet

UNDER PENALTY OF PERJURY I HEREBY ATTEST THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

Submitted Electronically

Do NOT Write in This Space - KCC USE ONLY	Date Tested: _____	Results: _____	Date Plugged: _____	Date Repaired: _____	Date Put Back in Service: _____
	Review Completed by: _____ Comments: _____				
TA Approved: <input type="checkbox"/> Yes <input type="checkbox"/> Denied Date: _____					

Mail to the Appropriate KCC Conservation Office:

	KCC District Office #1 - 210 E. Frontview, Suite A, Dodge City, KS 67801	Phone 620.225.8888
	KCC District Office #2 / UPGS - 3450 N. Rock Road, Building 600, Suite 601, Wichita, KS 67226	Phone 316.630.4000
	KCC District Office #3 - 1500 SW Seventh Steet, Chanute, KS 66720	Phone 620.432.2300
	KCC District Office #4 - 2301 E. 13th Street, Hays, KS 67601-2651	Phone 785.625.0550

OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 12th day of February, 2015, by and between **ARBY L. RECTOR AND LINDA S. RECTOR TRUSTEES OF THE ARBY L. AND LINDA S. RECTOR REVOCABLE TRUST DATED JANUARY 13, 2012**, whose address is 7700 E. 13TH ST N UNIT 55, WICHITA, KS 67206 Party of the first part, hereinafter called Lessor (whether one or more), and **COTTONWOOD MINERALS, LLC**, whose address is 1437 S. BOULDER, SUITE 930, TULSA, OK 74119, party of the second part, hereinafter called Lessee.

WITNESSETH, That the said Lessor, for and in consideration of TEN and MORE DOLLARS (\$10.00), 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 the said Lessee, for the sole and only purpose of carrying on geological, geophysical and other exploratory work thereon, including 3D seismic operations, core drilling and the drilling, mining and operating for oil (including but not limited to distillate and condensate), gas (including casinghead gas and helium and all other constituents), and for laying pipe lines, 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 **Hamilton**, State of **Kansas**, described as follows, to-wit:

Township 25 South, Range 40 West,

Section 23: E/2

This Lease shall remain in full force for a term of Three (3) years, (herein called "Primary Term"), and so long thereafter as oil or gas, or any of the substances covered by this Lease, is produced from said land by Lessee in paying quantities, or the premises are being developed.

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

To deliver to the credit of Lessor free of cost, in the pipeline to which it may connect its wells, the 1/8th of the net proceeds received on all oil (including but not limited to condensate and distillate) produced and saved from the Leased premises.

To pay Lessor for gas (including casinghead gas) and all other substances covered hereby, a royalty of 1/8th of the net proceeds realized by Lessee for the gas sold, such net proceeds to be less a proportionate part of the production, severance and other excise taxes and the cost incurred by Lessee in delivering, treating for the removal of nitrogen, helium or other impurities in the gas, processing, compressing, or otherwise making such gas merchantable. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said Leased premises sufficient to keep this Lease in force, Lessee shall pay or tender a royalty of Two Dollars (\$2.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the anniversary date of this Lease during the period such well is shut in, to the royalty owners. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire Lease.

If, at the expiration of the primary term, Lessee is conducting operations for drilling, completing or reworking a well, this Lease nevertheless shall continue as long as such operations are prosecuted or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) days, and if production is discovered, this Lease shall continue as long thereafter as oil or gas are produced.

Lessee is hereby granted the right at any time and from time to time to utilize the Leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 160 acres, or for the production primarily of gas with or without distillate more than 640 acres, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections; provided that if any governmental regulation shall permit or prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so permitted or prescribed or as may be used in such allocation of allowable. Should a horizontal well be drilled, a unit or units of necessary size and standard to the industry, may be formed to allow for proper development of the field and shall include the land covered by this Lease, or any portion thereof, with other land covered by another Lease or Leases, or unitization of oil and/or gas. Lessee shall file written unit designations in the county in which the Leased premises are located. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the Leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this Lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally Leased and then actually embraced by this Lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties 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 in the unit.

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 shall be paid to the Lessor only in the proportion which his 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 its operations thereon, except water from wells of Lessor.

Lessee shall bury his pipelines below plow depth.

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.

Lessee shall pay for all damages caused by its 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. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land 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.

All express or implied covenants of this Lease shall be subject to all Federal and State Laws, Executive Orders, Rules and 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 such failure is the result of any such Law, Order, Rule or Regulation.

This Lease shall be effective as to each Lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the Lessors above named may not join in the execution hereof. The word "Lessor" as used in this Lease means the party or parties who execute this Lease as Lessor, although not named above.

Lessee may at any time and from time to time surrender this Lease as to any part or parts of the Leased premises by delivering or mailing a release thereof to Lessor, or by placing a release of record in the proper county.

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.

The bonus consideration for this lease shall be paid as follows: Upon execution of the lease 1/2 of the lease bonus of \$6.00 (six dollars) per net mineral acre owned shall be paid within 30 (thirty) days of the return of all properly executed leases. On or before August 12, 2016 an additional lease bonus payment in the amount of \$6.00 (six dollars) per net mineral acre owned shall be tendered. Payment shall be deemed made upon Lessee's tendering of such payment by certified mail to Lessor at the address shown on this lease.

This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of 2 years commencing on the date that the lease would have expired. Lessee may exercise its option by paying or tendering to Lessor an extension payment of \$12.00 per net mineral acre for the land then covered by the extended lease, said bonus to be paid or tendered to Lessor on or before the expiration date of the primary term. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term. Lessee's option shall expire at expiration of the initial primary term of this lease.

LESSOR(S): EXECUTED THIS 13th DAY OF February, 2015

Arby L. Rector
ARBY L. RECTOR, TRUSTEE

Linda S. Rector
LINDA S. RECTOR, TRUSTEE

STATE OF Kansas }
County of Wagawick }

(Individual Acknowledgment)

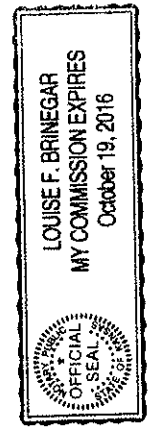
Before me, the undersigned, a Notary Public, in and for said County and State, on this 13th day of February 2015 personally appeared **ARBY L. RECTOR AND LINDA S. RECTOR AS TRUSTEES OF THE ARBY L. AND LINDA S. RECTOR REVOCABLE TRUST DATED JANUARY 13, 2012**, to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public: Louise F. Brinegar

Printed Name: Louise F. Brinegar

My Commission Expires: Oct. 19, 2016



OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 12th day of February, 2015, by and between **DUANE E. RECTOR AND SANDRA L. RECTOR TRUSTEES OF THE DUANE E. AND SANDRA L. RECTOR REVOCABLE TRUST DATED JANUARY 19, 2012**, whose address is 7700 E. 13th ST N UNIT 70, WICHITA, KS 67206 Party of the first part, hereinafter called Lessor (whether one or more), and **COTTONWOOD MINERALS, LLC**, whose address is 1437 S. BOULDER, SUITE 930, TULSA, OK 74119, party of the second part, hereinafter called Lessee.

WITNESSETH, That the said Lessor, for and in consideration of TEN and MORE DOLLARS (\$10.00), 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 the said Lessee, for the sole and only purpose of carrying on geological, geophysical and other exploratory work thereon, including 3D seismic operations, core drilling and the drilling, mining and operating for oil (including but not limited to distillate and condensate), gas (including casinghead gas and helium and all other constituents), and for laying pipe lines, 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 **Hamilton**, State of **Kansas**, described as follows, to-wit:

Township 25 South, Range 40 West,
Section 23; E/2

This Lease shall remain in full force for a term of Three (3) years, (herein called "Primary Term"), and so long thereafter as oil or gas, or any of the substances covered by this Lease, is produced from said land by Lessee in paying quantities, or the premises are being developed.

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

To deliver to the credit of Lessor free of cost, in the pipeline to which it may connect its wells, the 1/8th of the net proceeds received on all oil (including but not limited to condensate and distillate) produced and saved from the Leased premises.

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If, at the expiration of the primary term, Lessee is conducting operations for drilling, completing or reworking a well, this Lease nevertheless shall continue as long as such operations are prosecuted or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) days, and if production is discovered, this Lease shall continue as long thereafter as oil or gas are produced.

Lessee is hereby granted the right at any time and from time to time to unitize the Leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 160 acres, or for the production primarily of gas with or without distillate more than 640 acres, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections; provided that if any governmental regulation shall permit or prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so permitted or prescribed or as may be used in such allocation of allowable. Should a horizontal well be drilled, a unit or units of necessary size and standard to the industry, may be formed to allow for proper development of the field and shall include the land covered by this Lease, or any portion thereof, with other land covered by another Lease or Leases, or unitization of oil and/or gas. Lessee shall file written unit designations in the county in which the Leased premises are located. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the Leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this Lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally Leased and then actually embraced by this Lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties 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 in the unit.

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 shall be paid to the Lessor only in the proportion which his 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 its operations thereon, except water from wells of Lessor.

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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. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land 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.

All express or implied covenants of this Lease shall be subject to all Federal and State Laws, Executive Orders, Rules and 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 such failure is the result of any such Law, Order, Rule or Regulation.

This Lease shall be effective as to each Lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the Lessors above named may not join in the execution hereof. The word "Lessor" as used in this Lease means the party or parties who execute this Lease as Lessor, although not named above.

Lessee may at any time and from time to time surrender this Lease as to any part or parts of the Leased premises by delivering or mailing a release thereof to Lessor, or by placing a release of record in the proper county.

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.

The bonus consideration for this lease shall be paid as follows: Upon execution of the lease 1/2 of the lease bonus of \$6.00 (six dollars) per net mineral acre owned shall be paid within 30 (thirty) days of the return of all properly executed leases. On or before August 12, 2016 an additional lease bonus payment in the amount of \$6.00 (six dollars) per net mineral acre owned shall be tendered. Payment shall be deemed made upon Lessee's tendering of such payment by certified mail to Lessor at the address shown on this lease.

This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of 2 years commencing on the date that the lease would have expired. Lessee may exercise its option by paying or tendering to Lessor an extension payment of \$12.00 per net mineral acre for the land then covered by the extended lease, said bonus to be paid or tendered to Lessor on or before the expiration date of the primary term. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term. Lessee's option shall expire at expiration of the initial primary term of this lease.

LESSOR(S): EXECUTED THIS 13th DAY OF February, 2015

Duane E Rector
DUANE E. RECTOR, TRUSTEE

Sandra L Rector
SANDRA L. RECTOR, TRUSTEE

STATE OF Kansas }
County of Seagoick } }

(Individual Acknowledgment)

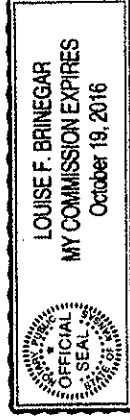
Before me, the undersigned, a Notary Public, in and for said County and State, on this 13th day of February 2015 personally appeared **DUANE E. RECTOR AND SANDRA L. RECTOR AS TRUSTEES OF THE DUANE E. AND SANDRA L. RECTOR REVOCABLE TRUST DATED JANUARY 19, 2012**, to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public: Louise F. Brinegar

Printed Name: Louise F. Brinegar

My Commission Expires: Oct. 19, 2016



OIL AND GAS LEASE

THIS AGREEMENT, made and entered into this 12th day of February, 2015, by and between **LARRY GENE RECTOR, TRUSTEE OF THE LARRY GENE RECTOR LIVING TRUST AGREEMENT DATED MAY 23, 1995**, whose address is 7700 E. 13TH ST N UNIT 73, WICHITA, KS 67206 Party of the first part, hereinafter called Lessor (whether one or more), and **COTTONWOOD MINERALS, LLC**, whose address is 1437 S. BOULDER, SUITE 930, TULSA, OK 74119, party of the second part, hereinafter called Lessee.

WITNESETH, That the said Lessor, for and in consideration of TEN and MORE DOLLARS (\$10.00), 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 the said Lessee, for the sole and only purpose of carrying on geological, geophysical and other exploratory work thereon, including 3D seismic operations, core drilling and the drilling, mining and operating for oil (including but not limited to distillate and condensate), gas (including casinghead gas and helium and all other constituents), and for laying pipe lines, 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 **Hamilton**, State of **Kansas**, described as follows, to-wit:

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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.

The bonus consideration for this lease shall be paid as follows: Upon execution of the lease 1/2 of the lease bonus of \$6.00 (six dollars) per net mineral acre owned shall be paid within 30 (thirty) days of the return of all properly executed leases. On or before August 12, 2016 an additional lease bonus payment in the amount of \$6.00 (six dollars) per net mineral acre owned shall be tendered. Payment shall be deemed made upon Lessee's tendering of such payment by certified mail to Lessor at the address shown on this lease.

This lease may, at Lessee's option, be extended as to all or part of the lands covered hereby for an additional primary term of 2 years commencing on the date that the lease would have expired. Lessee may exercise its option by paying or tendering to Lessor an extension payment of \$12.00 per net mineral acre for the land then covered by the extended lease, said bonus to be paid or tendered to Lessor on or before the expiration date of the primary term. If Lessee exercises this option, the primary term of this lease shall be considered to be continuous, commencing on the date of the lease and continuing from that date to the end of the extended primary term. Lessee's option shall expire at expiration of the initial primary term of this lease.

LESSOR(S): EXECUTED THIS 13th DAY OF February, 2015

Larry Gene Rector
LARRY GENE RECTOR, TRUSTEE

STATE OF Kansas }
County of Sedgwick }

(Individual Acknowledgment)

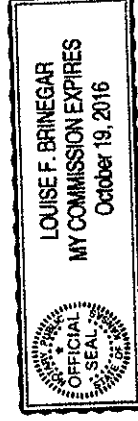
Before me, the undersigned, a Notary Public, in and for said County and State, on this 13th day of February, 2015 personally appeared **LARRY GENE RECTOR AS TRUSTEE OF THE LARRY GENE RECTOR LIVING TRUST AGREEMENT DATED MAY 23, 1995**, to me known to be the identical person(s) who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public: Louise F. Brinegar

Printed Name: Louise F. Brinegar

My Commission Expires: Oct. 19, 2016



Conservation Division
District Office No. 1
210 E. Frontview, Suite A
Dodge City, KS 67801



Phone: 620-225-8888
Fax: 620-225-8885
<http://kcc.ks.gov/>

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

Sam Brownback, Governor

February 24, 2015

Charles Crawford
Adams Affiliates, Inc.
1437 S. BOULDER, STE 930
TULSA, OK 74119

Re: Temporary Abandonment
API 15-075-20848-00-00
Rector 2-23
NE/4 Sec.23-25S-40W
Hamilton County, Kansas

Dear Charles Crawford:

"Your temporary abandonment (TA) application for the well listed above has been approved. In accordance with K.A.R. 82-3-111 the TA status of this well will expire 02/24/2016.

- * If you return this well to service or plug it, please notify the District Office.
- * If you sell this well you are required to file a Transfer of Operator form, T-1.
- * If the well will remain temporarily abandoned, you must submit a new TA application, CP-111, before 02/24/2016.

You may contact me at the number above if you have questions.

Very truly yours,

Michael Maier"