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

Kansas Corporation Commission Oil & Gas Conservation Division

1363696

Well will not be drilled or Permit Expired Date: ___

Signature of Operator or Agent:

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: |
|--|--|
| | Sec Twp S. R L E L W |
| PERATOR: License# | feet from N / S Line of Section |
| ame: | feet from E / W Line of Section |
| ddress 1: | Is SECTION: Regular Irregular? |
| Idress 2: | (Note: Locate well on the Section Plat on reverse side) |
| ty: | County: |
| ontact Person: | Lease Name: Well #: |
| none: | Field Name: |
| ONTRACTOR: License# | Is this a Prorated / Spaced Field? |
| ame: | 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: |
| | Surface Pipe by Alternate: II II |
| If OWWO: old well information as follows: | Length of Surface Pipe Planned to be set: |
| Operator: | Length of Conductor Pipe (if any): |
| Well Name: | Projected Total Depth: |
| Original Completion Date: Original Total Depth: | Formation at Total Depth: |
| | Water Source for Drilling Operations: |
| Directional, Deviated or Horizontal wellbore? | Well Farm Pond Other: |
| Yes, true vertical depth: | DWR Permit #: |
| Sottom Hole Location: | (Note: Apply for Permit with DWR) |
| CC DVT # | (Note: Apply for Formit with DVV) |
| CCC DKT #: | Will Cores be taken? Yes No |
| CC DKT #: | |
| | Will Cores be taken? |
| AFF | Will Cores be taken? If Yes, proposed zone: FIDAVIT |
| AFF The undersigned hereby affirms that the drilling, completion and eventual plu | Will Cores be taken? Yes No |
| The undersigned hereby affirms that the drilling, completion and eventual plut is agreed that the following minimum requirements will be met: | Will Cores be taken? Yes No |
| AFF The undersigned hereby affirms that the drilling, completion and eventual plu | Will Cores be taken? If Yes, proposed zone: FIDAVIT gging of this well will comply with K.S.A. 55 et. seq. |
| AFF 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> | Will Cores be taken? If Yes, proposed zone: FIDAVIT gging of this well will comply with K.S.A. 55 et. seq. I drilling rig; by circulating cement to the top; in all cases surface pipe shall be set |
| AFF 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> through all unconsolidated materials plus a minimum of 20 feet into the | Will Cores be taken? If Yes, proposed zone: FIDAVIT gging of this well will comply with K.S.A. 55 et. seq. Idrilling rig; by circulating cement to the top; in all cases surface pipe shall be set e underlying formation. |
| AFF 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> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist | Will Cores be taken? If Yes, proposed zone: FIDAVIT Igging of this well will comply with K.S.A. 55 et. seq. Idrilling rig; In drilling rig; In drillin |
| AFF 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> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg | Will Cores be taken? If Yes, proposed zone: FIDAVIT 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 e underlying formation. rict office on plug length and placement is necessary prior to plugging; led or production casing is cemented in; |
| AFF 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> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg 6. If an ALTERNATE II COMPLETION, production pipe shall be cemente | Will Cores be taken? If Yes, proposed zone: FIDAVIT 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 e underlying formation. rict office on plug length and placement is necessary prior to plugging; led or production casing is cemented in; d from below any usable water to surface within 120 DAYS of spud date. |
| AFF 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> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg 6. If an ALTERNATE II COMPLETION, production pipe shall be cemente Or pursuant to Appendix "B" - Eastern Kansas surface casing order #1 | Will Cores be taken? If Yes, proposed zone: FIDAVIT 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 e underlying formation. rict office on plug length and placement is necessary prior to plugging; led or production casing is cemented in; |
| AFF 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> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg 6. If an ALTERNATE II COMPLETION, production pipe shall be cemente Or pursuant to Appendix "B" - Eastern Kansas surface casing order #1 | Will Cores be taken? If Yes, proposed zone: FIDAVIT 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 e underlying formation. rict office on plug length and placement is necessary prior to plugging; led or production casing is cemented in; d from below any usable water to surface within 120 DAYS of spud date. 33,891-C, which applies to the KCC District 3 area, alternate II cementing |
| AFF The undersigned hereby affirms that the drilling, completion and eventual plusis 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> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg 6. If an ALTERNATE II COMPLETION, production pipe shall be cemente Or pursuant to Appendix "B" - Eastern Kansas surface casing order #1 | Will Cores be taken? If Yes, proposed zone: FIDAVIT 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 e underlying formation. rict office on plug length and placement is necessary prior to plugging; led or production casing is cemented in; d from below any usable water to surface within 120 DAYS of spud date. 33,891-C, which applies to the KCC District 3 area, alternate II cementing |
| AFF The undersigned hereby affirms that the drilling, completion and eventual plutis 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 and the district of the state of t | Will Cores be taken? If Yes, proposed zone: FIDAVIT 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 e underlying formation. rict office on plug length and placement is necessary prior to plugging; led or production casing is cemented in; d from below any usable water to surface within 120 DAYS of spud date. 33,891-C, which applies to the KCC District 3 area, alternate II cementing |
| The undersigned hereby affirms that the drilling, completion and eventual plusis 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 and the intention of the posted on each and the intention of the posted on each and the intention of the intention of the posted on each and the intention of the intention o | Will Cores be taken? If Yes, proposed zone: FIDAVIT 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 e underlying formation. rict office on plug length and placement is necessary prior to plugging; led or production casing is cemented in; d from below any usable water to surface within 120 DAYS of spud date. 33,891-C, which applies to the KCC District 3 area, alternate II cementing |
| AFF The undersigned hereby affirms that the drilling, completion and eventual plusts 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 and the second of the district of the properties of the second of the second of the district of the well is dry hole, an agreement between the operator and the district of the second of the district of the second of the s | Will Cores be taken? If Yes, proposed zone: FIDAVIT gging of this well will comply with K.S.A. 55 et. seq. Idrilling rig; by circulating cement to the top; in all cases surface pipe shall be set enderlying formation. rict office on plug length and placement is necessary prior to plugging; led or production casing is cemented in; diffrom below any usable water to surface within 120 DAYS of spud date. 33,891-C, which applies to the KCC District 3 area, alternate II cementing plugged. In all cases, NOTIFY district office prior to any cementing. Remember to: |
| The undersigned hereby affirms that the drilling, completion and eventual plusis 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 and the intention of the posted on each and the intention of the posted on each and the intention of the intention of the posted on each and the intention of the intention o | Will Cores be taken? If Yes, proposed zone: FIDAVIT gging of this well will comply with K.S.A. 55 et. seq. Idrilling rig; by circulating cement to the top; in all cases surface pipe shall be set e underlying formation. rict office on plug length and placement is necessary prior to plugging; led or production casing is cemented in; d from below any usable water to surface within 120 DAYS of spud date. 33,891-C, which applies to the KCC District 3 area, alternate II cementing plugged. In all cases, NOTIFY district office prior to any cementing. |
| 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> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg 6. If an ALTERNATE II COMPLETION, production pipe shall be cemente Or pursuant to Appendix "B" - Eastern Kansas surface casing order #1 must be completed within 30 days of the spud date or the well shall be about the completed Electronically For KCC Use ONLY API # 15 - | Will Cores be taken? If Yes, proposed zone: FIDAVIT gging of this well will comply with K.S.A. 55 et. seq. Idrilling rig; by circulating cement to the top; in all cases surface pipe shall be set enderlying formation. Fict office on plug length and placement is necessary prior to plugging; and from below any usable water to surface within 120 DAYS of spud date. 33,891-C, which applies to the KCC District 3 area, alternate II cementing plugged. In all cases, NOTIFY district office prior to any cementing. Remember to: File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill; File Drill Pit Application (form CDP-1) with Intent to Drill; |
| The undersigned hereby affirms that the drilling, completion and eventual plus 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> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg 6. If an ALTERNATE II COMPLETION, production pipe shall be cemente Or pursuant to Appendix "B" - Eastern Kansas surface casing order #1 must be completed within 30 days of the spud date or the well shall be about the completed within 30 days of the spud date or the well shall be about the feet of the conductor pipe required | Will Cores be taken? If Yes, proposed zone: FIDAVIT gging of this well will comply with K.S.A. 55 et. seq. Idrilling rig; by circulating cement to the top; in all cases surface pipe shall be set enderlying formation. Fict office on plug length and placement is necessary prior to plugging; and from below any usable water to surface within 120 DAYS of spud date. 33,891-C, which applies to the KCC District 3 area, alternate II cementing plugged. In all cases, NOTIFY district office prior to any cementing. Remember to: File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill; File Drill Pit Application (form CDP-1) with Intent to Drill; File Completion Form ACO-1 within 120 days of spud date; |
| 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> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg 6. If an ALTERNATE II COMPLETION, production pipe shall be cemente Or pursuant to Appendix "B" - Eastern Kansas surface casing order #1 must be completed within 30 days of the spud date or the well shall be submitted Electronically For KCC Use ONLY API # 15 - Conductor pipe required | Will Cores be taken? If Yes, proposed zone: FIDAVIT gging of this well will comply with K.S.A. 55 et. seq. Idrilling rig; by circulating cement to the top; in all cases surface pipe shall be set enderlying formation. rict office on plug length and placement is necessary prior to plugging; ed or production casing is cemented in; d from below any usable water to surface within 120 DAYS of spud date. 33,891-C, which applies to the KCC District 3 area, alternate II cementing plugged. In all cases, NOTIFY district office prior to any cementing. Remember to: File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill; File Drill Pit Application (form CDP-1) with Intent to Drill; File Completion Form ACO-1 within 120 days of spud date; File acreage attribution plat according to field proration orders; |
| 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> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg 6. If an ALTERNATE II COMPLETION, production pipe shall be cemente Or pursuant to Appendix "B" - Eastern Kansas surface casing order #1 must be completed within 30 days of the spud date or the well shall be ubmitted Electronically For KCC Use ONLY API # 15 - Conductor pipe required | Will Cores be taken? If Yes, proposed zone: PIDAVIT Igging of this well will comply with K.S.A. 55 et. seq. Idrilling rig; Individual to the top; in all cases surface pipe shall be set to underlying formation. In this production casing is cemented in; If from below any usable water to surface within 120 DAYS of spud date. If from below any usable water to surface within 120 DAYS of spud date. In all cases, NOTIFY district office prior to any cementing plugged. In all cases, NOTIFY district office prior to any cementing. Remember to: File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill; File Drill Pit Application (form CDP-1) with Intent to Drill; File Completion Form ACO-1 within 120 days of spud date; File acreage attribution plat according to field proration orders; Notify appropriate district office 48 hours prior to workover or re-entry; |
| 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> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg 6. If an ALTERNATE II COMPLETION, production pipe shall be cemente Or pursuant to Appendix "B" - Eastern Kansas surface casing order #1 must be completed within 30 days of the spud date or the well shall be a completed by the complete of the spud date or the well shall be conductor pipe required | Will Cores be taken? If Yes, proposed zone: PiDAVIT Igging of this well will comply with K.S.A. 55 et. seq. Idrilling rig; Individual to the top; in all cases surface pipe shall be set to underlying formation. In prict office on plug length and placement is necessary prior to plugging; In the different or production casing is cemented in; In the following many usable water to surface within 120 DAYS of spud date. In all cases, NOTIFY district office prior to any cementing plugged. In all cases, NOTIFY district office prior to any cementing. Remember to: File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill; File Drill Pit Application (form CDP-1) with Intent to Drill; File Completion Form ACO-1 within 120 days of spud date; File acreage attribution plat according to field proration orders; Notify appropriate district office 48 hours prior to workover or re-entry; Submit plugging report (CP-4) after plugging is completed (within 60 days); |
| The undersigned hereby affirms that the drilling, completion and eventual plusis 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> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either pluge 6. If an ALTERNATE II COMPLETION, production pipe shall be cemente Or pursuant to Appendix "B" - Eastern Kansas surface casing order #1 must be completed within 30 days of the spud date or the well shall be a constituted Electronically For KCC Use ONLY API # 15 | Will Cores be taken? If Yes, proposed zone: Place If Yes, proposed zone: If Zenerity zone: If Z |
| 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> through all unconsolidated materials plus a minimum of 20 feet into the 4. If the well is dry hole, an agreement between the operator and the dist 5. The appropriate district office will be notified before well is either plugg 6. If an ALTERNATE II COMPLETION, production pipe shall be cemente Or pursuant to Appendix "B" - Eastern Kansas surface casing order #1 must be completed within 30 days of the spud date or the well shall be about the completed within 30 days of the spud date or the well shall be conductor pipe required | Will Cores be taken? If Yes, proposed zone: PiDAVIT Igging of this well will comply with K.S.A. 55 et. seq. Idrilling rig; Individual to the top; in all cases surface pipe shall be set to underlying formation. In prict office on plug length and placement is necessary prior to plugging; In the different or production casing is cemented in; In the following many usable water to surface within 120 DAYS of spud date. In all cases, NOTIFY district office prior to any cementing plugged. In all cases, NOTIFY district office prior to any cementing. Remember to: File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill; File Drill Pit Application (form CDP-1) with Intent to Drill; File Completion Form ACO-1 within 120 days of spud date; File acreage attribution plat according to field proration orders; Notify appropriate district office 48 hours prior to workover or re-entry; Submit plugging report (CP-4) after plugging is completed (within 60 days); |

| | w |
|--|---|

| 1 | 3 | ദാ | 69 | a |
|---|-----|--------|-------|-----|
| | .) | ().) | ().7) | () |

| 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 Numbe | er: | | | | | feet from E / W Line of Section |
| Field: | | | | | Sec | Twp S. R |
| Number of A | Acres attributabl | e to well: | | | Is Section: | Regular or Irregular |
| | | | | | 15 36011011. | Regular of Integular |
| | | | | | If Section is Section corr | s Irregular, locate well from nearest corner boundary. ner used: NE NW SE SW |
| I | | | | d electrical lines, | | ndary line. Show the predicted locations of osas Surface Owner Notice Act (House Bill 2032). sired. |
| | : | : | | : | | |
| | : | | | : | | LEGEND |
| | | | | | | O Well Location Tank Battery Location |
| | | | 1 | 7 | | EXAMPLE 1980' FSL |
| 2397 ft. | <u> </u> | | | | | SEWARD CO. 3390' FEL |

133 ft.

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

In plotting the proposed location of the well, you must show:

- 1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
- 2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
- 3. The distance to the nearest lease or unit boundary line (in footage).
- 4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (C0-7 for oil wells; CG-8 for gas wells).
- 5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

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 cor | nstructed: | Feet from North / South Line of Section | |
| Workover Pit Haul-Off Pit | | | Feet from East / West Line of Section | |
| (If WP Supply API No. or Year Drilled) | Pit capacity: | (bbls) | County | |
| Is the pit located in a Sensitive Ground Water A | rea? Yes | No | Chloride concentration: mg/l | |
| | iea:ies | 140 | (For Emergency Pits and Settling Pits only) | |
| Is the bottom below ground level? Yes No | Artificial Liner? | lo | How is the pit lined if a plastic liner is not used? | |
| | | | MC-Hb (for a) | |
| , -, -, | Length (fee | , | Width (feet) N/A: Steel Pits (feet) No Pit | |
| Depth from ground level to deepest point the pit is lined give a brief description of the liner Description of the liner | | | dures for periodic maintenance and determining | |
| material, thickness and installation procedure. | | | cluding any special monitoring. | |
| | | | | |
| | | | | |
| Dictance to pearest water well within one mile of pit: | | | | |
| Distance to nearest water well within one-mile of | of pit: | Depth to shallor Source of inforr | 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 | king 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 OI | NLY Liner Steel Pit RFAC RFAS | |

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1363696

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 (Ca | athodic 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: | 9 | | | |
| 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: | | | | |
| owner(s) of the land upon which the subject well is or will be loc CP-1 that I am filing in connection with this form; 2) if the form be | batteries, pipelines, and electrical lines. The locations shown on the plat the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted. et (House Bill 2032), I have provided the following to the surface cated: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form eing 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, an | d email address. | | | |
| KCC will be required to send this information to the surface owr | knowledge that, because I have not provided this information, the ner(s). To mitigate the additional cost of the KCC performing this of the surface owner by filling out the top section of this form and CC, which is enclosed with this form. | | | |
| If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 | | | | |
| Submitted Electronically | | | | |

REGISTER OF DEEDS, CHEYENNE COUNTY, KANSAS JEANNE D. DUNN

Book: 182 Page: 576

Receipt #: 5697 Pages Recorded: 4

Date Recorded: B/15/2013 11:30:02 AM

OIL AND GAS LEASE

Keith I. Downing, Trustee of the Keith I. Downing Trust dated 3/10/2011, whose mailing address is

1220 Lue Drive, Colby, KS 67701 , hereinafter called lessor (whether one or more), and

Raymond Oil Company, Inc., PO Box 48788, Wichita, KS 67201 , hereinafter called lessee.

1. Lessor, in consideration of Ten Dollars (\$ 10.00) and more, in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, underground mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and temporary housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in the County of <a href="Months Independent of Products of

SE/4

In Section <u>17</u>, Township <u>4 South</u>, Range <u>37 West</u> and containing <u>160.00</u> Acres, more or less, and all accretions thereto.

- Subject to the provisions herein contained, this lease shall remain in force for a term of <u>five (5)</u> years from
 this date (called "primary term"), and as long as thereafter as oil, liquid hydrocarbons or gas or other respective
 constituent products, or any form of them is produced from said land or land with which said land is pooled.
- 3. In consideration of these premises lessee covenants and agrees:
 - a. To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
 - b. 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 (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.
- 4. 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.
- 5. If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee.
- 6. Lessee shall have the right to use, free of cost, gas, oil and water produced on the leased premises for lessee's operations thereon, except water from wells of lessor.
- When requested by the lessor, lessee shall bury lessee's pipelines below plow depth.
- 8. No well shall be drilled nearer than 200 feet to a house or barn now on said premises without the written consent of the lessor.
- 9. Lessee shall pay for all damages caused by lessee's operations to growing crops on said land.
- Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
- 11. 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 its heirs executors, administrators, successors or assigns, but no change in the ownership of the lands or assignment of rentals or royalties shall be binding on lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns

63 U (Rev. 1993, ATH 11/2011)

15-012-7488.00

- 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.
- 12. 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.
- 13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.
- 14. 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 the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this leases is made, as recited herein.
- 15. 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 leases 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.
- 16. Lessee, or its assigns, will consult with Lessor regarding routes of ingress and egress prior to commencing operations.
- 17. Lessee, or its assigns, will restore surface to original condition as nearly as is practicable upon completion of operations, including backfilling all pits when dried and restoring terraces disturbed by operations.
- 18. In the event some or all of the lands covered by this lease are enrolled in the Conservation Reserve Program (CRP) of the U.S. Department of Agriculture, Lessee shall comply with the rules and notification procedures of that program insofar as the same may apply to operations of Lessee on the enrolled lands, Lessee shall compensate Lessor for CRP penalties or CRP withdrawal reimbursements resulting directly from Lessee's operations hereunder.
- 19. See Exhibit "A" attached to this lease.

| IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first written above. Witness where Description Property Proper |
|--|
| STATE -6 Kanaa |
| STATE of Kansas) |
|) ss: Acknowledgment for Corporation (KS, OK, CO) COUNTY of Thomas |
| COUNTY OF THOMAS |
| Before me, the undersigned, a Notary Public, within and for said County and State, on this |
| July, 2013, personally appeared Keith I. Downing, Trustee, to me personally known to be the identical person(s) |
| who executed the within foregoing instrument and acknowledged to me that he executed the same as his free |
| and voluntary act(s) and deed(s) for the uses and purposes therein set forth. |
| IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above |
| My commission expires |
| // XmmC |
| Anthony V. Hunter, Notary Public |
| A NOTARY PUBLIC - State of Kansas |
| ANTHONY T. HUNTER |
| Africant Services (a/2 1/14) |

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated July 17,2013, between Keith I. Downing, Trustee of the Keith I. Downing Trust under agreement dated March 10, 2011, as Lessor, and Raymond Oil Company, Inc. as Lessee, covering lands located in SE/4 of Section 17, Township 4 North, Range 37 West, Cheyenne County, Kansas.

CRP:

Lessee agrees that within a reasonable period of time after termination of operations on the leased premises Lessee shall proceed with reasonable diligence to endeavor to restore the surface of the leased premises to as near its original condition as reasonably practicable. If this portion of the surface of the leased premises disrupted or damaged by Lessee's operations, if any, is subject to a Conservation Reserve Program Contract (hereinafter "CRP") at the commencement of Lessee's use thereof, if any then Lessee shall endeavor, to the extent practically possible, to reduce and/or minimize to those portions of the surface which are subject to a CRP. Further, after termination of Lessee's use of those portions of the surface of the leased premises which were subject to a CRP, if any, Lessee shall take the steps necessary to restore such portions which were disrupted or damaged by its operations to as near to CRP specifications as is reasonably practicable. Lessee will also reimburse Lessor for the loss of CRP payments on that portion of the surface of the leased premises which were disrupted or damaged by Lessee's operations, if any, on a CRP per acre basis. Such reimbursement to be due and payable by Lessee to Lessor within forty-five (45) days after written notice from Lessor to Lessee.

SHUT IN ROYALTY AMENDMENT:

After the expiration of the primary term, or extension thereof, whichever occurs last, and in the event no other well is producing on the lease or on lands unitized therewith, Lessee shall pay as shut-in royalty payment within the time provided, a sum equal to \$5.00 per year per net mineral acre owned by Lessor in the subject unit, commencing one hundred eighty (180) days after any well is shut-in and such payment due Lessor may be made direct. Notwithstanding anything contrary herein, it is understood and agreed that this lease may be maintained in force for any one continuous period of time longer than two (2) consecutive years after the expiration of the primary term hereof solely by the provisions of the shut-in royalty clause.

INDEMNIFICATION:

Lessee agrees to indemnify and hold Lessor harmless from liability, loss, damage, and expenses arising out of claims by persons or entities other than Lessor and its invitees for injury to person or property directly caused by the operations conducted by Lessee hereunder.

IRRIGATION:

a) Lessee shall pay for all actual permanent damages caused by Lessee in its operations hereunder to any buildings, fences, road, culverts, merchantable

timber, growing crops, or any other improvements, or to livestock on the lease premises. If Lessor is the surface owner, then Lessee agrees to pay Lessor a minimum of \$1,000.00 per well location prior to spudding the well for damages caused or created by reason of the reasonable and customary ingress, egress, drilling, completion, production and maintenance operations associated with the well and facilities, and \$5.00 per rod for any pipeline or electrical crossing damages. In the even Lessee uses existing roads of surface owner, Lessee shall maintain such roads. Upon Lessor's request, Lessee shall fence the well site to turn livestock.

- b) No well shall be located closer than 200 feet to existing dwellings, barns, and outbuildings on the lease premises.
- c) In the even of production, Lessee shall restrict the production site to as small a dimension as is reasonably practicable for its operations.
- d) Lessee agrees to consult with the surface owner as to the placement of any tanks, location and route of any pipeline or road taking into account surface owner's existing use of the property, and, to the extent reasonably practicable, will select locations and routes that will cause the least interference with such existing use and still serve the needs of Lessee's operations.
- e) All pipelines shall be buried and maintained below three feet of depth.
- f) Lessee agrees not to construct any permanent structure which would prohibit passing of a pivotal irrigation system over any such permanent structures.
- g) Lessee shall maintain production site in a clean and uncluttered condition.

SURFACE OPERATIONS:

Lessee shall not conduct surface operations between April 1 and November 1 of any calendar year of this lease without consent of Lessor in order to minimize risk and damage to irrigated crops, however, such consent shall not be unreasonably withheld.

imbar, proving the surface authors between the last sective stock on the base property in the surface of the per most in the base and the world for an interest of spirite in the world for authors and still a surface in the world for a surface and surface in the world for a surface in the world and recipies, and the world and recipies, and the world and recipies, and the surface in the world and recipies, and the surface in the surface surface in the surface surface in the surface of the surface in the surface of the surface in the surface of the surface surface in the s

- to the event show he to went closer than 2000 for a continue and an eith for buries, and submitted year or the transfer miner.
- i.) Little in the control of the control of the control of the processing of the new short for the control of the
- (4) Lossen agrees to consider the needs to control owner at the placement of may obtain a subject to the need of the needs of control of the property and to the control of the property and the control of t
- so but the thousand the survey and management of the extraction of the
- f. Losmon agrees no commerce and permanent and the which whole problem of the spirit of the one imperior against the same and permanent and permanent are subject to the spirit of the same short or instance in which we had needed to the spirit of the same short or instance.

STREETS CREET ATTEMPT

Leased shift can reached undice applications between Ancil 1 and Naveralist i off-the confer of the Same without rangely of coses in endicate to maintain first and characteristics in infinite and confer of the coses.

REGISTER OF DEEDS, CHEYENNE COUNTY, KANSAS MARY M. MORROW

Book: 180 Page: 73

Date Recorded: 2/22/2013 11:40:01 AM



carne D. Dunn by: 4n.4n.4.

OIL AND GAS LEASE

AGREEMENT, made and entered into this 13

day of December, 2012, by and between

Stephen Sowers, a single man, whose mailing address is

P.O. Box 231, Imperial, NE 69033, hereinafter called lessor (whether one or more), and

Raymond Oil Company, Inc., PO Box 48788, Wichita, KS 67201, hereinafter called lessee.

Lessor, in consideration of Ten Dollars (\$ 10.00) and more, in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, underground mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and temporary housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in the County of Cheyenne, State of Kansas, described as follows, to wit:

SW/4

In Section 17, Township 4 South, Range 37 West and containing 160.00 Acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of <u>three (3)</u> years from this date (called "primary term"), and as long as thereafter as oil, liquid hydrocarbons or gas or other respective constituent products, or any form of them is produced from said land or land with which said land is pooled.

In consideration of these premises lessee covenants and agrees:

To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

- 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 (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.
- This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid to 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 the leased premises for lessee's operations thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury lessee's pipelines below plow depth. 7.

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

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

10. 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.

11. 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 its heirs executors, administrators, successors or assigns, but no change in the ownership of the lands or assignment of rentals or royalties shall be binding on lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns

IVOL 180 PAGE 73

63 U (Rev. 1993, ATH 11/2011)

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.

- 12. 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.
- 13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.
- 14. 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 the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this leases is made, as recited herein.
- 15. 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 leases 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.
- 16. Lessee, or its assigns, will consult with Lessor regarding routes of ingress and egress prior to commencing operations.
- 17. Lessee, or its assigns, will restore surface to original condition as nearly as is practicable upon completion of operations, including backfilling all pits when dried and restoring terraces disturbed by operations.
- 18. In the event some or all of the lands covered by this lease are enrolled in the Conservation Reserve Program (CRP) of the U.S. Department of Agriculture, Lessee shall comply with the rules and notification procedures of that program insofar as the same may apply to operations of Lessee on the enrolled lands, Lessee shall compensate Lessor for CRP penalties or CRP withdrawal reimbursements resulting directly from Lessee's operations hereunder.
- 19. If at the end of the primary term, this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum of Thirty Dollars (\$30.00), multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease; and subject to the other provisions of this lease, this lease shall thereby be modified and the primary term shall be extended for an additional term of Two (2) year(s) from the end of the primary term hereof. Said payment may be made by check or draft of Lessee or any assignee thereof, mailed or delivered direct to Lessor at the address first provided above, on or before the end of the primary term.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first written above. Stepho Stephen Sowers STATE of Nebraska Acknowledgment for Individual (KS, OK, CO) ss: COUNTY of Before me, the undersigned, a Notary Public, within and for said County and State, on this 13 December, 2012, personally appeared Stephen Sowers, to me personally known to be the identical person(s) who executed the within foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act(s) and deed(s) for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written. My commission expires May 8, 2015 GENERAL NOTARY - State of Nebraska ANNETTE L LONGAN My Comm. Exp. May 8, 2015

| 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:CHEVENNE |
|---|---|
| Lease: | feet from N / S Line of Section |
| Well Number: | feet from E / \(\sqrt{\sqrt{W}} \) W Line of Section |
| Field: | Sec/7 Twp4 S. R $\overline{37}$ _ $\overline{\square}$ E $\overline{\boxtimes}$ W |
| Number of Acres attributable to well: | Is Section: Regular or Irregular |
| QTR/QTR/QTR of acreage: | |
| | If Section is Irregular, locate well from nearest corner boundary. Section corner used: NE NW SE SW |
| | |
| Show location of the well. Show footage to the nearest lease roads, tank batteries, pipelines and electrical lines, as re | PLAT lease or unit boundary line. Show the predicted locations of equired by the Kansas Surface Owner Notice Act (House Bill 2032). separate plat if desired. |
| : : (1) : : | |
| | LEGEND |
| | O Well Location |
| | Tank Battery Location |
| | Disables Leaghing |
| 40 Ac | Electric Line Location |
| 40 14 | Lease Road Location |
| | |
| 2397' | |
| 123'-9 | EXAMPLE |
| | |
| \(\forall \) | |
| 7 | |
| | |
| (a) (1) | |
| | 1980' FSL |
| | · · · · · · · · · · · · · · · · · · · |
| | |
| | |
| | SEWARD CO. 3390' FEL |

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.

Additional Surface Owner

For Notice of Intent to Drill Form C-1 Lease Name: Sowers-Downing Unit #1

Keith I. Downing, Trustee Keith I. Downing Trust, dated 3/10/2011 1220 Lue Drive Colby, KS 67701

Adam Z. Deeds P.O. Box 244 Bird City, KS 67731-0244

Ronald & Arlene Haack 21520 Woodstork Lane Lutz, FL 33549 REGISTER OF DEEDS, CHEYENNE COUNTY, KANSAS JEANNE D. DUNN
Book: 182 Page: 227

Receipt #: 5632 Pages Recorded: 2

Recording Fee: \$12.00

Date Recorded: 7/18/2013 11:25:04 AM

OIL AND GAS LEASE

AGREEMENT, made and entered into this ______day of __June, 2013 , by and between

Stephen Sowers, a single man, whose mailing address is

P.O. Box 231, Imperial, NE 69033, hereinafter called lessor (whether one or more), and

Raymond Oil Company, Inc., PO Box 48788, Wichita, KS 67201, hereinafter called lessee.

Lessor, in consideration of Ten Dollars (\$ 10.00) and more, in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, underground mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and temporary housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in the County of Cheyenne, State of Kansas, described as follows, to wit:

Tract 1: NW/4 7478

Tract 2 - SW/4 & W/2SE/4 7479

In Section 20, Township 4 South, Range 37 West and containing 400.00 Acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long as thereafter as oil, liquid hydrocarbons or gas or other respective constituent products, or any form of them is produced from said land or land with which said land is pooled.

In consideration of these premises lessee covenants and agrees:

- To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
- 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 (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.
- This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.
- If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid to 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 the leased premises for lessee's operations thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury lessee's pipelines below plow depth.

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

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

10. 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.

11. 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 its heirs executors, administrators, successors or assigns, but no change in the ownership of the lands or assignment of rentals or royalties shall be binding on lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns

63 U (Rev. 1993, ATH 11/2011)

(VOL 182 PAGE 227

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.

- 12. 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.
- 13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.
- 14. 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 the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this leases is made, as recited herein.
- 15. 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 leases 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.
- 16. Lessee, or its assigns, will consult with Lessor regarding routes of ingress and egress prior to commencing operations.
- 17. Lessee, or its assigns, will restore surface to original condition as nearly as is practicable upon completion of operations, including backfilling all pits when dried and restoring terraces disturbed by operations.
- 18. In the event some or all of the lands covered by this lease are enrolled in the Conservation Reserve Program (CRP) of the U.S. Department of Agriculture, Lessee shall comply with the rules and notification procedures of that program insofar as the same may apply to operations of Lessee on the enrolled lands, Lessee shall compensate Lessor for CRP penalties or CRP withdrawal reimbursements resulting directly from Lessee's operations hereunder.
- 19. If at the end of the primary term, this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum of Thirty Dollars (\$30.00), multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease; and subject to the other provisions of this lease, this lease shall thereby be modified and the primary term shall be extended for an additional term of Two (2) year(s) from the end of the primary term hereof. Said payment may be made by check or draft of Lessee or any assignee thereof, mailed or delivered direct to Lessor at the address first provided above, on or before the end of the primary term.
- 20. It is understood and agreed that this document shall be considered a separate lease for each numbered Tract described above.

| N WITNESS | WHEREOF, the unde | rsigned exec | ute this ins | strument as of the day and year first written above. |
|-------------|-------------------|--------------|--------------|--|
| Italin | Loudes | | | |
| tephen Sowe | ers | | | |
| TATE of | Kansas |) | | |

Before me, the undersigned, a Notary Public, within and for said County and State, on this /## day of June, 2013, personally appeared Stephen Sowers, to me personally known to be the identical person(s) who executed the within foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act(s) and deed(s) for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires

COUNTY of

55

NOTARY PUBLIC - State of Kansas
ANTHONY T. HUNTER
My Appt. Expires (2/27/14)

Anthony T. Hunter, Notary Public

REGISTER OF DEEDS, CHEYENNE COUNTY, KANSAS JEANNE D. DUNN

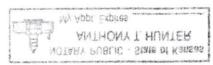
Book: 182 Page: 235

Receipt #: 5632 Pages Recorded: 2

Date Recorded: 7/18/2013 11:25:08 AM

Jeanne D. Dum





OIL AND GAS LEASE

AGREEMENT, made and entered into this 20 4 day of June, 2013, by and between

Ronald Haack and Arlene Haack, husband and wife, whose mailing address is

21520 Woodstork Lane, Lutz, FL 33549, hereinafter called lessor (whether one or more), and

Raymond Oil Company, Inc., PO Box 48788, Wichita, KS 67201_, hereinafter called lessee.

1. Lessor, in consideration of Ten Dollars (\$ 10.00) and more, in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, underground mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and temporary housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in the County of Cheyenne, State of Kansas, described as follows, to wit:

NE/4

In Section <u>20</u>, Township <u>4 South</u>, Range <u>37 West</u> and containing <u>160.00</u> Acres, more or less, and all accretions thereto.

2. Subject to the provisions herein contained, this lease shall remain in force for a term of <u>five (5)</u> years from this date (called "primary term"), and as long as thereafter as oil, liquid hydrocarbons or gas or other respective constituent products, or any form of them is produced from said land or land with which said land is pooled.

3. In consideration of these premises lessee covenants and agrees:

- a. To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
- b. 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 (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.
- 4. This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.
- If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid to lessor only in the proportion which lessor's interest bears to the whole and undivided fee.
- 6. Lessee shall have the right to use, free of cost, gas, oil and water produced on the leased premises for lessee's operations thereon, except water from wells of lessor.

7. When requested by the lessor, lessee shall bury lessee's pipelines below plow depth.

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

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

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

63 U (Rev. 1993, ATH 11/2011)

LVOL 182 PAGE 235

15-012-7482-07

- 11. 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 its heirs executors, administrators, successors or assigns, but no change in the ownership of the lands or assignment of rentals or royalties shall be binding on 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.
- 12. 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.
- 13. All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.
- 14. 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 the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this leases is made, as recited herein.
- 15. 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 leases 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.
- 16. Lessee, or its assigns, will consult with Lessor regarding routes of ingress and egress prior to commencing operations.
- 17. Lessee, or its assigns, will restore surface to original condition as nearly as is practicable upon completion of operations, including backfilling all pits when dried and restoring terraces disturbed by operations.
- 18. In the event some or all of the lands covered by this lease are enrolled in the Conservation Reserve Program (CRP) of the U.S. Department of Agriculture, Lessee shall comply with the rules and notification procedures of that program insofar as the same may apply to operations of Lessee on the enrolled lands, Lessee shall compensate Lessor for CRP penalties or CRP withdrawal reimbursements resulting directly from Lessee's operations hereunder.

| Ronald Haack | and | Arlene Haack |
|---|---|--|
| STATE of Kansa | ns) | nowledgment for Individual |
| COUNTY of Cheyen | | lowledgillent for individual |
| June, 2013, personally apperson(s) who executed the | peared Ronald Haack and Arlene Haa | or said County and State, on this <u>20th</u> day of ack, to me personally known to be the identical wledged to me that they executed the same as es therein set forth |
| My commission expires | NOTARY PUBLIC - State of Kansas ANTHONY T HUNTER | Mul |

My Appt. Expires __G/27/14

Anthony T. Hunter, Notary Public