

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: <input type="checkbox"/> Emergency Pit <input type="checkbox"/> Burn Pit <input type="checkbox"/> Settling Pit <input type="checkbox"/> Drilling Pit <input type="checkbox"/> Workover Pit <input type="checkbox"/> Haul-Off Pit <i>(If WP Supply API No. or Year Drilled)</i>		Pit is: <input type="checkbox"/> Proposed <input type="checkbox"/> Existing If Existing, date constructed: _____ Pit capacity: _____ (bbls)	
Is the pit located in a Sensitive Ground Water Area? <input type="checkbox"/> Yes <input type="checkbox"/> No		Chloride concentration: _____ mg/l <i>(For Emergency Pits and Settling Pits only)</i>	
Is the bottom below ground level? <input type="checkbox"/> Yes <input type="checkbox"/> No		Artificial Liner? <input type="checkbox"/> Yes <input type="checkbox"/> No	
How is the pit lined if a plastic liner is not used? _____			
Pit dimensions (all but working pits): _____ Length (feet) _____ Width (feet) <input type="checkbox"/> N/A: Steel Pits Depth from ground level to deepest point: _____ (feet) <input type="checkbox"/> No Pit			
If the pit is lined give a brief description of the liner material, thickness and installation procedure.		Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring.	
Distance to nearest water well within one-mile of pit: _____ feet Depth of water well _____ feet		Depth to shallowest fresh water _____ feet. Source of information: <input type="checkbox"/> measured <input type="checkbox"/> well owner <input type="checkbox"/> electric log <input type="checkbox"/> KDWR	
Emergency, Settling and Burn Pits ONLY: Producing Formation: _____ Number of producing wells on lease: _____ Barrels of fluid produced daily: _____ Does the slope from the tank battery allow all spilled fluids to flow into the pit? <input type="checkbox"/> Yes <input type="checkbox"/> No		Drilling, Workover and Haul-Off Pits ONLY: Type of material utilized in drilling/workover: _____ Number of working pits to be utilized: _____ Abandonment procedure: _____ Drill pits must be closed within 365 days of spud date.	
Submitted Electronically			

KCC OFFICE USE ONLY

Liner Steel Pit RFAC RFAS

Date Received: _____ Permit Number: _____ Permit Date: _____ Lease Inspection: Yes No

Kansas Corporation Commission Oil & Gas Conservation Division

HAUL-OFF PIT APPLICATION FILING REQUIREMENTS

82-3-607. DISPOSAL OF DIKE AND PIT CONTENTS.

- (a) Each operator shall perform one of the following when disposing of dike or pit contents:
- (1) Remove the liquid contents to a disposal well or other oil and gas operation approved by the commission or to road maintenance or construction locations approved by the department;
 - (2) dispose of reserve pit waste down the annular space of a well completed according to the alternate I requirements of K.A.R. 82-3-106, if the waste to be disposed of was generated during the drilling and completion of the well; or
 - (3) dispose of the remaining solid contents in any manner required by the commission. The requirements may include any of the following:
 - (A) Burial in place, in accordance with the grading and restoration requirements in K.A.R. 82-3-602 (f);
 - (B) removal and placement of the contents in an on-site disposal area approved by the commission;
 - (C) removal and placement of the contents in an off-site disposal area on acreage owned by the same landowner or to another producing lease or unit operated by the same operator, if prior written permission from the landowner has been obtained; or
 - (D) removal of the contents to a permitted off-site disposal area approved by the department.
- (b) Each violation of this regulation shall be punishable by the following:
- (1) A \$1,000 penalty for the first violation;
 - (2) a \$2,500 penalty for the second violation; and
 - (3) a \$5,000 penalty and an operator license review for the third violation.

Complete and return with Haul-Off Pit Application, Form CDP1(2004)

Haul-off pit will be located in an on-site disposal area: Yes No

Haul-off pit is located in an off-site disposal area on acreage owned by the same landowner:
 Yes No If yes, written permission from the land owner must be obtained. Attach written permission to haul-off pit application.

Haul-off pit is located in an off-site disposal area on another **producing** lease or unit operated by the same operator: Yes No If yes, written permission from the land owner must be obtained. Attach permission and a copy of the lease assignment that covers the acreage where the haul-off pit is to be located, to the haul-off pit application.

CONSENT

KMT, LLC grants American Warrior, Inc.. the right to use the Gano 4-17 Twin, located approximately 2273' SL & 1806' WL of Section 17-25S-36W, as a haul off pit for the Gano 7-17 that will be drilled approximately 988' SL & 1901' WL of Section 17-25S-36W, Kearny County, Kansas.

KMT, LLC, surface owner executes this Consent on this 8th day of November, 2017.

KMT, LLC



Christie Klotz, Vice President

Original Compared With
OIL AND GAS LEASE

George E. Gano
TO
Fin-Ker Oil and Gas Prod. Co.
Filed for record on the 17 day of April, 1943
at 8:00 o'clock A. M.
By Carl Young Register of Deeds
Deputy.

AGREEMENT, Made and entered into this 2 day of April, 1943, by and between
George E. Gano

and partly of the first part, hereinafter called lessor (whether one or more),

Fin-Ker Oil and Gas Production Company part 1 of the second part, hereinafter called lessee.
WITNESSETH, That the said lessor, for and in consideration of One and no/100 DOLLARS,
cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee
to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said
lessee, for the sole and only purpose of mining and operating for oil and gas, and 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 situated in the County of Henry, State
of Kansas, described as follows, to-wit:

All of section 17 Township 25 Range 36 East, and containing 640 acres, more or less
of Section 17 Township 25 Range 36 East, and containing 640 years from this date and as long thereafter as oil or
gas, or either of them, is produced from said land by the lessee.

1st. In consideration of the premises the said lessee covenants and agrees:
To deliver to the credit of lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth (1/8) part of all
oil produced and saved from the leased premises.

2nd. To pay lessor for gas from each well where gas only is found, the equal one-eighth (1/8) of the gross proceeds at the prevailing
market rate, for all gas used of the premises, said payments to be made Quarterly and lessor to have gas free of cost from any
such wells for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections
with the well at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used of the premises, or for the manufacture of any other product a
one-eighth (1/8) of the proceeds at the prevailing market price, payable monthly at the prevailing market price,
at the mouth of the well, 1942

If no well be commenced on said land on or before the 2 day of April,
this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor or to the lessor's credit in
cash The First National Bank at Burlington, Kansas

or its successor, which shall continue as the depository regardless of changes in the ownership of said land, the sum
of One Hundred Sixty DOLLARS, which shall operate as a rental and cover the privilege of deferring the commence-
ment of a well for 12 months from said date. In like manner and upon like payments or tenders the commencement of a well may
be further deferred for like periods or the same number of months successively. All such payments or tenders of rentals may be made by
check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date, either direct to lessor or assigns or
to said depository bank. And it is understood and agreed that the consideration first recited herein, the down payment covers not only the
privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as
aforesaid, and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said
land within twelve months from the expiration of the last rental period which rental has been paid, this lease shall terminate as to both
parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in
the same manner as heretofore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that
the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force as though there had
been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and
rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee.
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.

When requested by lessor, lessee shall bury his pipe lines 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 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 lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill
such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease
shall continue and be in force with the like effect as if well had been completed within the term of years herein first mentioned.
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, but no change in the ownership of the land or assignment of rentals
or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment of a true copy thereof,
and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above-described lands and the assignee of
assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, or such
default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any
assignee thereof shall make the payment of said rentals, if the leased premises are now or hereafter owned in severalty

or in separate tracts, the premises, nevertheless, may be developed and operated as an entirety, and the
royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the
entire leased area. There shall be no obligation on the part of the lessee to offset wells on separate tracts
into which the land covered by this lease may hereafter be divided by sale, devise, or otherwise, or to
furnish separate measuring or receiving tanks for the oil produced from such separate tracts.

Witness:
George E. Gano
(SEAL)
(SEAL)
(SEAL)

STATE OF Kansas
COUNTY OF Henry
BE IT REMEMBERED, That on this 2 day of April, 1943
before me, a Notary Public, in and for said County and State came
and
to me personally known to be the identical person who executed the above and foregoing instrument, and who each duly acknowledged
the execution of the same.
IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.
My commission expires 2/19/43

STATE OF Kansas
COUNTY OF Henry
Before me, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of April,
1943, personally appeared George E. Gano, a single man
to me personally known to be the identical person who executed the within and foregoing instrument, and acknowl-
edged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.
My commission expires 2/19/43

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

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



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

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

Sam Brownback, Governor

November 14, 2017

Kevin Wiles
American Warrior, Inc.
PO BOX 399
GARDEN CITY, KS 67846

Re: Haul-off Pit Application
Gano 7-17
Sec.17-25S-36W
Kearny County, Kansas

Dear Kevin Wiles:

District staff has inspected the above referenced location and has determined that the Haul-Off pit shall be constructed **without slots**, the bottom shall be flat and reasonably level, and the free fluids must be removed. The fluids are to be removed from the Haul-Off pit within 96 hours of completion of drilling operations.

NO completion fluids or non-exempt wastes shall be placed in the Haul-Off pit.

The fluids should be taken to an authorized disposal well. Please call the District Office at (620) 682-7933 when the fluids have been removed. Please file form CDP-5 (August 2008), Exploration and Production Waste Transfer, through KOLAR within 30 days of fluid removal.

If you have any questions or concerns please feel free to contact the District Office at (620) 682-7933.