

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

TEMPORARY ABANDONMENT WELL APPLICATION

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

API No. 15-
Spot Description:
Sec. Twp. S. R.
GPS Location: Lat: Long:
Datum: NAD27 NAD83 WGS84
County: Elevation:
Lease Name: Well #:
Well Type: Oil Gas OG WSW Other:
SWD Permit #: ENHR Permit #:
Gas Storage Permit #:
Spud Date: Date Shut-In:

Table with 7 columns: Conductor, Surface, Production, Intermediate, Liner, Tubing. Rows include Size, Setting Depth, Amount of Cement, Top of Cement, Bottom of Cement.

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

Geological Data:

Table with 4 columns: Formation Name, Formation Top, Formation Base, Completion Information. Rows 1 and 2.

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

Submitted Electronically

Do NOT Write in This Space - KCC USE ONLY
Date Tested: Results: Date Plugged: Date Repaired: Date Put Back in Service:
Review Completed by: Comments:
TA Approved: Yes Denied Date:

Mail to the Appropriate KCC Conservation Office:

Table with 2 columns: Office Address, Phone. Rows for District Office #1, #2, #3, #4.

BOOK 0737 PAGE 0023

001385 Cowley County, KS  
Register of Deeds  
Nancy C. Horst  
Book: 737 Page: 23  
Receipt #: 9697 Total Fees: \$12.00  
Pages Recorded: 2  
Date Recorded: 3/22/2005 8:48:34 AM

**ASSIGNMENT OF OIL AND GAS LEASE**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **DARREN L. BROYLES**, hereinafter called Assignor, for and in consideration of the sum of One (\$1.00) Dollar and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER and SET OVER unto **DRAKE EXPLORATION L.L.C.**, hereinafter called Assignee, all of Assignor's interest, being a 100% working interest in and to the following described OIL and GAS LEASES, situated in Cowley County, Kansas, to-wit:

✓ O. J. DICKINSON LEASE (Trees Field Unit - Tract #1 and Tract #2): .8476562 net revenue working interest in an oil and gas Lease dated October 14, 1926 between O. J. Dickinson and Hazel M. Dickinson, lessors, to Trees Oil Company, lessee, covering the Southwest Quarter of the Northeast Quarter of Section 30, Township 30 South, Range 4 East, Cowley County, Kansas and which was recorded in the office of the Register of Deeds of Cowley County, Kansas in Book 48 at Page 258.  
COMPARED \_\_\_\_\_  
NUMERICAL ✓ \_\_\_\_\_  
DIRECT ✓ \_\_\_\_\_  
INDIRECT ✓ \_\_\_\_\_  
REGISTRATION ✓ \_\_\_\_\_

✓ G. H. TITTSWORTH LEASE (Trees Field Unit - Tract #3): .8476562 net revenue working interest in an oil and gas lease dated November 7, 1934 between G. H. Tittsworth and Emma Tittsworth, his wife, and Ben Tittsworth, a single man, lessors, to Trees Oil Company, lessee, covering the Northwest Quarter of the Northeast Quarter of Section 30, Township 30 South, Range 4 East, Cowley County, Kansas and which was recorded in the office of the Register of Deeds of Cowley County, Kansas in Book 60 at Page 478.

✓ DAILEY HOUSER LEASE (Trees Field Unit - Tract #4): .6887206 net revenue working interest in an oil and gas lease dated November 6, 1934 between Charles W. D. Houser, lessor, to Paul Trees, lessee, and which was recorded in the office of the Register of Deeds of Cowley County, Kansas in Book 60 at Page 472 and a lease dated November 6, 1934 between Mallard Oil Company and Greenland Oil Company, Kansas corporations, lessors, to Paul Trees, lessee, and which was recorded in the office of the Register of Deeds of Cowley County, Kansas in Book 60 at Page 473, insofar as said two leases cover all that part of the Southeast Quarter of Section 19, Township 30 South, Range 4 East, lying South of Polecat Creek and West of Walnut River, containing 115 acres, Cowley County, Kansas.

LITTELL LEASE (Trees Field Unit - Tract #5 and Tract #6): .8476562 net revenue working interest in an oil and gas lease dated November 13, 1934 between Laura D. Littell, H. V. Littell, Grace Littell, Fern Myers, and T. C. Myers, lessors, to Paul Trees, lessee, and which was recorded in the office of the Register of Deeds of Cowley County, Kansas in Book 60 at Page 474 and covering all that part of the Northeast Quarter of Section 19, lying West of Walnut River and all that part of the Southeast Quarter of Section 19, lying North of Polecat Creek, in Township 30 South, Range 4 East, Cowley County, Kansas containing 115 acres; and all that part of the Northeast Quarter of the Southeast Quarter of Section 19, Township 30 South, Range 4 East, lying South of the Walnut River and North of Polecat Creek and East of a line described as follows: commencing at a point on the Half Section Line between the Northeast Quarter and the Southeast Quarter of Section 19,

BOOK 0737 PAGE 0023

BROYLES, DARREN L to DRAKE EXPLORATION: ASSIGNMENT OF OIL & GAS LEASES PAGE 2

located 911.3 feet East of the Center of said section and running thence South at right angles to the center of Polecat Creek and also commencing at above point and running Northeasterly at an angle of 56 degrees 53 minutes to said Half Section Line to center of Walnut River, containing 45.9 acres more or less.

✓ WEST LEASE: .8203124 net revenue working interest in an oil and gas lease dated December 21, 1954 between James A. West and Mary Lou West, lessors, to W. W. West, lessee, covering all that part of the Northwest Quarter of Section 20, Township 30 South, Range 4 East of the 6<sup>th</sup> P.M., lying South of the Walnut River, containing 20 acres, more or less, Cowley County, Kansas and which was recorded in the office of the Register of Deeds of Cowley County, Kansas in Book 123 at Page 362.

And for the same consideration, the Assignor covenants with the Assignee, his successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said Leases, estate, right and property, free and clear from all liens, encumbrances or adverse claims; that said leases are valid and subsisting leases on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

That this assignment shall be subject to it's proportionate share of overriding royalty interest of record.

This assignment shall be effective March 1, 2005 at 7:00 A.M.

EXECUTED this 11th day of March, 2005.

*Darren L. Broyles*  
DARREN L. BROYLES

STATE OF KANSAS, COUNTY OF COWLEY, ss:

Before me, the undersigned, Notary Public, within and for said county and state, on this 11<sup>th</sup> day of March, 2005, personally appeared DARREN L. BROYLES, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his voluntary act and deed for the uses and purposes therein set forth.

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

My appointment expires:  
2-22-2008

*A. Katherine Shook*  
NOTARY PUBLIC: A. Katherine Shook



Wingfield Daily Courier, Winfield, Kans., 2-20-55

2367

AGREEMENT, Made and entered into this 21 day of December, 1954, by and between James A. West and Mary Lou West, husband and wife,

Party of the first part, hereinafter called lessor (whether one of more) and W. W. West, party of the second part, hereinafter called lessee

WITNESSETH, That the said lessor, for and in consideration of One and 00/100 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 Cowley, State of Kansas, described as follows, to-wit:

All of that part of the Northwest Quarter of Section 20, Township 30 South, Range 4 East lying South of the Walnut River No revenue shown

of Section 20 Township 30 S Range 4 E and containing -20- acres, more or less.

It is agreed that this lease shall remain in full force for a term of One years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

In consideration of the premises the said lessee covenants and agrees: 1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal of one-eighth (%) 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 (%) of the gross proceeds at the prevailing market rate, for all gas used off the premises, said payments to be made Semi-annually and lessor to have gas free of cost from any such well 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 as his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline, or any commercial gas, one-eighth (%) of the gross proceeds at the prevailing market rate for the gas used, for the time during which such gas shall be used, said payments to be made Semi-annually.

If no well be commenced on said land on or before the day of 10 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 the Bank at its successor or successors, or any bank with which it may be merged, or consolidated, or which succeeds to its business or assets, or any part thereof, by purchase or otherwise, which shall continue as the depository regardless of changes in the ownership of the said land, the sum of DOLLARS

which shall operate as a rental and cover the privilege of deferring the commencement of a well for 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. 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 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 for 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 hereinbefore 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, and the signing of this agreement shall be binding on each of the above named parties who sign regardless of whether it is signed by any of the other parties.

Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation 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 operation 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 or 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 or 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, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said land upon which the said lessee or any assignee thereof shall make the payment of said rents.

This lease is made and accepted on the understanding that all its provisions are subject to all orders, judgments and decrees of State and United States Courts and to all State and Federal laws regulating, controlling, prohibiting, prescribing, or supervising the production, sale, disposition, quantity, storage, and price of crude oil, gas and casing head gas, and the operation and development of land for oil and gas mining purposes, and to all rules, orders, and trade or business codes of State and federal officers, boards, commissions, or committees having like effect or purpose, and compliance with any such shall not constitute a breach of any clause, obligation, covenant, undertaking, condition, or stipulation contained herein, nor shall compliance with any such constitute a non-performance of any condition or covenant or act as a limitation, termination, forfeiture, reversion, or revesting of any estate or interest herein and hereby created or set out or confer any right of re-entry.

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.

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 said laws or failure is the result of any such Law, Order, Rule or Regulation.

Whereof witness our hands as of the day and year first above written. James A. West (SEAL) Mary Lou West (SEAL) Witness to the Mark: (SEAL) (SEAL) (SEAL)

STATE OF Kansas ss. ACKNOWLEDGMENT OF THE LEASE COUNTY OF Sedgwick

BE IT REMEMBERED, That on this 20th day of July in the year of our Lord one thousand nine hundred and fifty-four, before me, a Notary Public in and for said County and State, came 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 Notary Public.

STATE OF Kansas ss. OKLAHOMA FORM OF ACKNOWLEDGMENT COUNTY OF Sedgwick

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of July, 1955 personally appeared James A. West and Mary Lou West

to me personally known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My Commission expires 5-14-58 (seal) Daisy M. Meiboom Notary Public. STATE OF KANSAS, COWLEY COUNTY, ss.

February 26, 2018

Darren Broyles  
Drake Exploration, LLC  
15894 294TH CIR  
#19  
ARKANSAS CITY, KS 67005-6126

Re: Temporary Abandonment  
API 15-035-19526-00-00  
WEST 1  
NW/4 Sec.20-30S-04E  
Cowley County, Kansas

Dear Darren Broyles:

"Your temporary abandonment (TA) application for the well listed above has been approved. In accordance with K.A.R. 82-3-111 the TA status of this well will expire 02/26/2019.

- \* If you return this well to service or plug it, please notify the District Office.
- \* If you sell this well you are required to file a Transfer of Operator form, T-1.
- \* If the well will remain temporarily abandoned, you must submit a new TA application, CP-111, before 02/26/2019.

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

Very truly yours,

Jeff Klock, District Supervisor"