

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.
feet from N / S Line of Section
feet from E / W Line of Section
GPS Location: Lat: , Long:
Datum: NAD27 NAD83 WGS84
County: Elevation: GL KB
Lease Name: Well #:
Well Type: (check one) Oil Gas OG WSW Other:
SWD Permit #: ENHR Permit #:
Gas Storage Permit #:
Spud Date: Date Shut-In:

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 3 columns: District Office #, Address, Phone. Rows 1-4.

Commencement 6TH day of APRIL, 1995
AGREEMENT, Made and entered into this

by and between GEORGE AND JUDITH ANN DAY, HUSBAND AND WIFE

Party of the first part, hereinafter called lessor (whether one or more) and
ALLAN L. LEVINE

Part of the second part, hereinafter called lessee.
TEN DOLLARS,

WITNESSETH, That the said lessor, for and in consideration of 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 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 ALLEN State of Kansas, described as follows, to-wit:

N/2 NE/4

of Section 13 Township 25 Range 20 EAST and containing 80 acres more or less.

It is agreed that this lease shall remain in full force for a term of TWO 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 ~~one~~ 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~~ one eighth (1/8) of the gross proceeds 5/32

the prevailing market rate, for all gas used off the premises, said payments to be made 5/32

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 at 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, one-eighth (1/8) of the 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 ~~XX~~

If no well be commenced on said land on or before the _____ day of _____, 19____, 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 _____

or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of _____ DOLLARS, which shall operate as a rental and cover the privilege of defer-

ring 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 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 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 herein before 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 just 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.

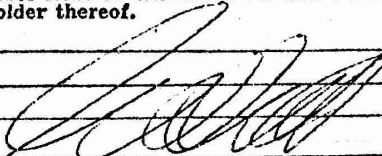
Lessee shall pay for damages caused by its operations to growing crops on said land.

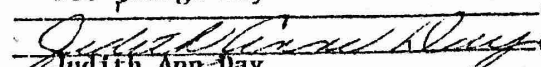
Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.
If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well 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 such 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 lands upon which the said lessee or any assignee thereof shall make due payments of said rentals.

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.

SEE ATTACHMENT


Dr. George Day (SEAL)


Judith Ann Day (SEAL)

Whereof witness our hands as of the day and year first above written.

Witness to the mark:

(SEAL)
(SEAL)
(SEAL)
(SEAL)

February 07, 2018

Jonathan Freiden
Ace Energy LLC
11704 ABERDEEN RD
LEAWOOD, KS 66211

Re: Temporary Abandonment
API 15-001-28547-00-00
DAY 1
NE/4 Sec.12-25S-20E
Allen County, Kansas

Dear Jonathan Freiden :

Your application for Temporary Abandonment (TA) for the above-listed well is denied for the following reasons(s):

well has been plugged

Pursuant to K.A.R. 82-3-111, the well must be plugged, or returned to service, or obtain temporary abandonment status by March 07, 2018.

This deadline does NOT override any compliance deadline given to you in any Commission Order.

You may contact me if you have any questions.

Sincerely,
Ryan Duling
KCC DISTRICT 3