or KCC Use:
Effective Date:
District #
CA2 Vos No

#### Kansas Corporation Commission Oil & Gas Conservation Division

Form C-1

March 2010

Form must be Typed

Form must be Signed

All blanks must be Filled

#### NOTICE OF INTENT TO DRILL

	On at Deposit time
Expected Spud Date:	Spot Description:         Sec.         Twp S. R \textsqrt{E} \textsqrt{W}
	Sec Twp S. R E W
DPERATOR: License#	feet from E / W Line of Section
ddraes 1:	Is SECTION: Regular Irregular?
ddress 1:ddress 2:	
State: State: Zip: +	(Note: Locate well on the Section Plat on reverse side)
Contact Person:	County:
hone:	Field Name:
CONTRACTOR: License#	Is this a Prorated / Spaced Field?
lame:	Target Formation(s):
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage):
	Ground Surface Elevation:feet MSL
Oil Enh Rec Infield Mud Rotary	Water well within one-quarter mile:
Gas Storage Pool Ext. Air Rotary	Public water supply well within one mile:
Disposal Wildcat Cable  Seismic ;# of Holes Other	Depth to bottom of fresh water:
Other:	Depth to bottom of usable water:
	Surface Pipe by Alternate: I III
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:
irectional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
Yes, true vertical depth:	DWR Permit #:
ottom Hole Location:	(Note: Apply for Permit with DWR )
CC DKT #:	Will Cores be taken?
	If Yes, proposed zone:
AFF	IDAVIT
he undersigned hereby affirms that the drilling, completion and eventual plu	
ne unuersiuneu nereuv animis marme unimiu. Combletion anu eventual blu	gaing of this well will comply with K.S.A. 55 et. seg.
	gging of this well will comply with K.S.A. 55 et. seq.
is agreed that the following minimum requirements will be met:	gging of this well will comply with K.S.A. 55 et. seq.
is agreed that the following minimum requirements will be met:  1. Notify the appropriate district office <i>prior</i> to spudding of well;	
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Signature of Operator or Agent:

Side Two

For KCC Use ONLY
API # 15

#### IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

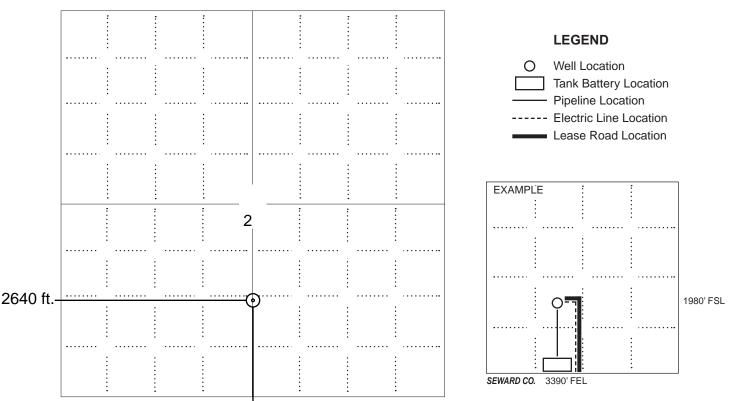
In all cases, please fully complete this side of the form. Include items 1 through 5 at the bottom of this page.

Operator:	Location of Well: County:
Lease:	feet from N / S Line of Section
Well Number:	feet from E / W Line of Section
Field:	Sec Twp S. R 🗌 E 🔲 W
Number of Acres attributable to well:	Is Section: Regular or Irregular
	If Section is Irregular, locate well from nearest corner boundary.  Section corner used: NE NW SE SW

#### **PLAT**

Show location of the well. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032).

You may attach a separate plat if desired.



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

#### 1320 ft.

#### 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 East West	
Settling Pit Drilling Pit	If Existing, date constructed:		Feet from North / South Line of Section	
Workover Pit Haul-Off Pit  (If WP Supply API No. or Year Drilled)	Pit capacity:	(111)	Feet from East / West Line of Section	
	-	(bbls)	County	
Is the pit located in a Sensitive Ground Water A	rea? Yes I	No	Chloride concentration: mg/l  (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?	
Pit dimensions (all but working pits):	Length (fee	et)	Width (feet) N/A: Steel Pits	
Depth fro	om ground level to dee	pest point:	(feet) No Pit	
If the pit is lined give a brief description of the li material, thickness and installation procedure.	ilei		dures for periodic maintenance and determining cluding any special monitoring.	
· · · · · · · · · · · · · · · · · · ·		Depth to shallor Source of inforr	west fresh water feet.	
feet Depth of water well	feet	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	ring 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?		Drill pits must b	e closed within 365 days of spud date.	
	-			
Submitted Electronically				
KCC OFFICE USE ONLY  Liner Steel Pit RFAC RFAS				
Date Received: Permit Numl	ber:	Permi		

#### Kansas Corporation Commission Oil & Gas Conservation Division

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 (C	Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)	
OPERATOR: License #	Well Location:	
Name:	SecTwpS. R	
Address 1:	County:	
Address 2:	Lease Name: Well #:	
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:	
Contact Person:		
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: State: Zip:+		
the KCC with a plat showing the predicted locations of lease roads, tank	dic Protection Borehole Intent), you must supply the surface owners and batteries, pipelines, and electrical lines. The locations shown on the plat at the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.	
owner(s) of the land upon which the subject well is or will be lo	ct (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 ceing filed is a Form C-1 or Form CB-1, the plat(s) required by this and email address.	
KCC will be required to send this information to the surface ow	cknowledge 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 CCC, 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	fee with this form. If the fee is not received with this form, the KSONA-1 will be returned.	
Submitted Electronically		



### **Fall & Associates**

Stake and Elevation Service P.O. Box 222 Pretty Prairie, KS. 67570 785-243-7506

Date 8-21-19

Invoice Number 0819192 **BRITO OIL COMPANY** 1-2 Albin Unit Operator Number Farm Name Gove-KS 15s 1320'FSL 2640'FWL 26w County-State R Location Brito Oil Company 2297 Gr. Elevation 8100 N. 22nd St. N Raul Ordered By: Bldg. 600 Suite R Wichita, Ks. 67226 Scale 1"=1000' Set 5' Iron rod and 6' Wood stake on slight slope pasture 50'E of small bank and 100' E of trail. Staking ingress shown on attached from abdn. farmstead in SW/4 sec. 35. Rig access will have to be from SE corner of sec. 2. No ingress marked from that direction. ALBIN LEASE "A" ALBON LEADE 144 2640' TANK Stake BATTOY

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Receipt #: 27798

\$55.00

Date Recorded: 9/13/2018 1:31:34 PM

OIL AND GAS LEASE (Paid-Up) Agreement, Made and entered into September 10, 2018, by and between, Donald L. Albin a/k/a Donald Albin and Dorothy P. Albin, husband and wife, whose mailing address is 705 S. Main, Suite 304, Hesston, Kansas 67062, hereinafter called Lessor (whether one or more), and Trans Pacific Oil Corporation, 100 South Main, Suite 200, Wichita, KS 67202 hereinafter called Lessee: Lessor, in consideration of Ten and more Dollars (\$10.00+) in hand paid, receipt of which is hereby acknowledged and 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, 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 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 Gove, State of Kansas, described as follows, to-wit:

SW/4 Section 2, Township 15 South, Range 26 West;
SE/4 Section 2, Township 15 South, Range 26 West, LESS AND EXCEPT a tract of land described as follows: Commencing at the SE corner of said Section 2, also being the place of beginning; thence North on the East line of said Section 2 a distance of 2,315 feet; thence southwesterly at an interior angle of 149 degrees 10 minutes a distance of 731 feet; thence southwesterly at an interior angle of 197 degrees 45 minutes a distance of 736 feet; thence southwesterly at an interior angle of 153 degrees 10 minutes a distance of 895 feet; thence southwesterly at an interior angle of 153 degrees 10 minutes a distance of 895 feet; thence southeasterly at an interior angle of 166 degrees 15 minutes a distance of 361 feet intersecting the South line of said Section 2, thence East on the South line of said Section 2 a distance of 538 feet to the place of beginning, containing 26.5 acres, more or less.

In Section xxx Township xxx Range xxx and containing 293.5 acres, more or less, and all accretions thereto, with full rights as lessee with regard to all depth formations underlying the above referenced tracts, regardless of whether said formations are producing at the end of the primary term,

Subject to the provisions herein contained, this lease shall remain in force for a term of <u>one (1) year from September 30, 2018</u> this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

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 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.

annufacture 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 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

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

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

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

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

Lessee hereunder for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any breach or default by or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and 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. essee

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. In case lessee assigns this lease, in whole or in part, lessee shall be If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

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 release or releases of record a place Lessee may at any time execute and deliver to lessor obligations as to the acreage surrendered. 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.

the right at any time to redeem for lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by the lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessor, 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 Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have lease is made, as recited herein. If at any time within the primary term of this lease or any continuation thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease (top lease) covering all or part of any of the aforedescribed lands, Lessee shall have the continuing option by meeting any such offer to acquire such top lease. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the top lease. Lessee shall have fifteen (15) days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If Lessee fails to notify Lessor within the aforesaid fifteen (15) day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any top lease granted by Lessor in violation of this provision shall be null and void. Lessor and Lessee hereby agree that 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 at 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 640 acres each in the event of a gas well except that should any governmental rule or order permit or prescribe the formation of units of greater size, Lessor may include such additional acreage. Lessee shall exceute in writing and record in the conveyance records of the county in which the land herein lease 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.

it is determined that Lessor actually owns more net mineral acres than that assumed by the parties in the calculation of lease bonus and paid by Lessee, Lessor and Lessee agree that Lessee shall pay Lessor for such additional net acreage at the same bonus price per acre agreed upon by for the execution of this oil and gas lease. Likewise, in the event it is determined that Lessor owns less net acres, or it is determined that Lessor's acreage is currently leased under a prior oil and gas lease, then the Lessor agrees to reimburse Lessee for the bonus per acre paid for the acreage not owned by Lessor or under the prior oil and It is the intent of the Lessor to lease, and Lessor does hereby grant, demise, lease and let unto Lessee, all oil, gas and other minerals owned by Lessor in the above description, whether or not properly and completely described herein. In the event

It is the intention of the parties hereto to cause as little interference with farming operations on said land as possible, including but not specifically limited to the operation of pivotal irrigation sprinkler systems, or any other irrigation method. Any production equipment, including but not limited to pump jacks, hydraulic lifting equipment, or any other equipment necessary to produce any oil or gas well on the above-described land, shall be recessed to such depth as to permit the use of Lessor of a circular irrigation sprinkler system.

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Notwithstanding any provisions of this lease, or any wording contained in this lease (such as "the lands", "this lease", "leasehold", or any similar terms) each of the separately designated tracts ("Tracts") to this lease shall be treated for all purposes as a separate distinct lease. All of the provisions contained in this lease form shall be applicable to each separate tract and be construed as if a separate lease agreement has been made and executed covering each separate tract.

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This Agreement may be executed in any number of counterparts, and by different parties in separate counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first written.

Donald L. Albin

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# ACKNOWLEDGMENT

STATE OF KANSAS

2018 September day of The foregoing instrument was acknowledged before me this \( \frac{1}{4} \) by Donald L. Albin a/k/a Donald Albin, husband of Dorothy P. Albin

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

My commission expires 12-2-2018

JOEL A. TAYLOR
MOTARY PUBLIC
STATE OF KANSAS

Star Public

**ACKNOWLEDGMENT** 

STATE OF MANSAS

2018 day of September The foregoing instrument was acknowledged before me this by Dorothy P. Albin, wife of Donald L. Albin a/k/a Donald Albin

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

My commission expires /2-2-2c

[SEAL]

JOEL A. TAYLOR NOTARY PUBLIC STATE OF KANSAS Conservation Division 266 N. Main St., Ste. 220 Wichita, KS 67202-1513



Phone: 316-337-6200 Fax: 346-337-6211 http://kcc.ks.gov/

Laura Kelly, Governor

Dwight D. Keen, Chair
Shari Feist Albrecht, Commissioner
Susan K. Duffy, Commissioner

August 27, 2019

Raul F Brito Brito Oil Company, Inc. 8100 E 22ND ST N, STE 600-R WICHITA, KS 67226-2324

Re: Drilling Pit Application Albin Unit 1-2 S/2 Sec.02-15S-26W Gove County, Kansas

#### Dear Raul F Brito:

District staff has inspected the above referenced location and has determined that the reserve pit shall be constructed <u>without slots</u>, the bottom shall be flat and reasonably level, and the free fluids must be removed. The fluids are to be removed from the reserve pit within 72 hours of completion of drilling operations.

KEEP PITS on SOUTH/EAST side of stake.

If production casing is set all completion fluids shall be removed from the working pits daily. NO completion fluids or non-exempt wastes shall be placed in the reserve pit.

The fluids should be taken to an authorized disposal well. Please call the District Office at (785) 261-6250 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.

A copy of this letter should be posted in the doghouse along with the approved Intent to Drill. If you have any questions or concerns please feel free to contact the District Office at (785) 261-6250.