

15-163-23349-0000

For KCC Use: Effective Date: 7-13-02
District # 4
SGA? Yes No

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION
NOTICE OF INTENT TO DRILL

Form C-1
September 1999
Form must be Typed
Form must be Signed
All blanks must be Filled

Must be approved by KCC five (5) days prior to commencing well

Expected Spud Date 06 08 02
month day year

OPERATOR: License# 33037
Name: C C OIL (Ron Cummings)
Address: 2607 C AUGUSTA LANE
City/State/Zip: HAYS KS 67601
Contact Person: RON CUMMINGS
Phone: 785-625-7202

CONTRACTOR: License# 30076
Name: A & A PRODUCTION

Well Drilled For: Oil Gas OWO Seismic; # of Holes Other
Well Class: Enh Rec Storage Disposal Infield Pool Ext. Wildcat Other
Type Equipment: Mud Rotary Air Rotary Cable

If OWO: old well information as follows:

Operator: _____
Well Name: _____
Original Completion Date: _____ Original Total Depth: _____

Directional, Deviated or Horizontal wellbore? Yes No

If Yes, true vertical depth: _____

Bottom Hole Location: _____

KCC DKT #: _____

Spot East West
AP. N/2 - NW - NE - NW Sec. 6 Twp. 10 S. R. 19

80 feet from N (circle one) Line of Section
1740 feet from E (circle one) Line of Section
Is SECTION Regular Irregular?

(Note: Loca's well on the Section Plat on reverse side)
County: ROOKS

Lease Name: CHILD S Well #: 1
Field Name: N/A

Is this a Prorated / Spaced Field? Yes No

Target Information(s): LANSING/KANSAS CITY

Nearest Lease or unit boundary: 1240

Ground Surface Elevation: 2209 feet MSL

Water well within one-quarter mile: Yes No

Public water supply well within one mile: Yes No

Depth to bottom of fresh water: N/A 180

Depth to bottom of usable water: N/A 940

Surface Pipe by Alternate: 1 2

Length of Surface Pipe Planned to be set: 220

Length of Conductor Pipe required: none

Projected Total Depth: 3800

Producing Formation Target: LANSING/ KANSAS CITY

Water Source for Drilling Operations: _____

Well _____ Farm/Pond XX Other: _____

DWR Permit #: _____

(Note: Apply for Permit with DWR)

Will Cores be taken? Yes No

If Yes, proposed zone: _____

AFFIDAVIT *1240' to Unit Boundary of Pooling Agreement

The undersigned hereby affirms that the drilling, completion and eventual plugging of this well will comply with K.S.A. 55-101, et. seq.
It is agreed that the following minimum requirements will be met:

1. Notify the appropriate district office *prior* to spudding of well;
2. A copy of the approved notice of intent to drill *shall be posted* on each drilling rig;
3. The minimum amount of surface pipe as specified below *shall be set* by circulating cement to the top; in all cases surface pipe *shall be set* through all unconsolidated materials plus a minimum of 20 feet into the underlying formation.
4. If the well is dry hole, an agreement between the operator and the district office on plug length and placement is necessary *prior to plugging*;
5. The appropriate district office will be notified before well is either plugged or production casing is cemented in;
6. If an ALTERNATE II COMPLETION, production pipe shall be cemented from below any usable water to surface within 120 days of spud date. *In all cases, NOTIFY district office prior to any cementing.*

I hereby certify that the statements made herein are true and to the best of my knowledge and belief.

Date: 6/5/02 Signature of Operator or Agent: Randy Anderson Title: Contractor

For KCC Use ONLY
API # 15 - 163-23349-00-00
Conductor pipe required NONE feet
Minimum surface pipe required 200 feet per Alt. 2
Approved by: RJP 7-8-02
This authorization expires: 1-8-03
(This authorization void if drilling not started within 6 months of effective date.)
Spud date: _____ Agent: _____

Remember to:

- 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;
- Obtain written approval before disposing or injecting salt water.

6
10
19w

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

Plat of acreage attributable to a well in a prorated or spaced field

If the intended well is in a prorated or spaced field, please fully complete this side of the form. If the intended well is in a prorated or spaced field complete the plat below showing that the well will be properly located in relationship to other wells producing from the common source of supply. Please show all the wells and within 1 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2 mile of the boundaries of the proposed acreage attribution unit for oil wells.

Well No. 15 - _____
 Operator: C C OIL _____
 Lease: CHILDS _____
 Well Number: 1 _____
 Field: _____
 Number of Acres attributable to well: 10 _____
 Section / QTR / QTR of acreage: NW - NW - NW _____

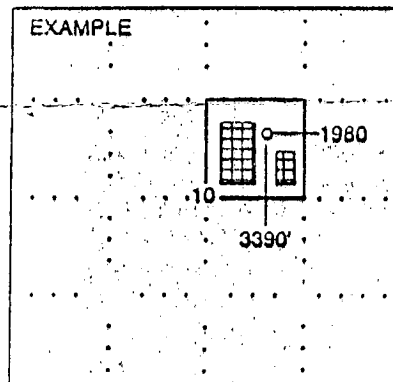
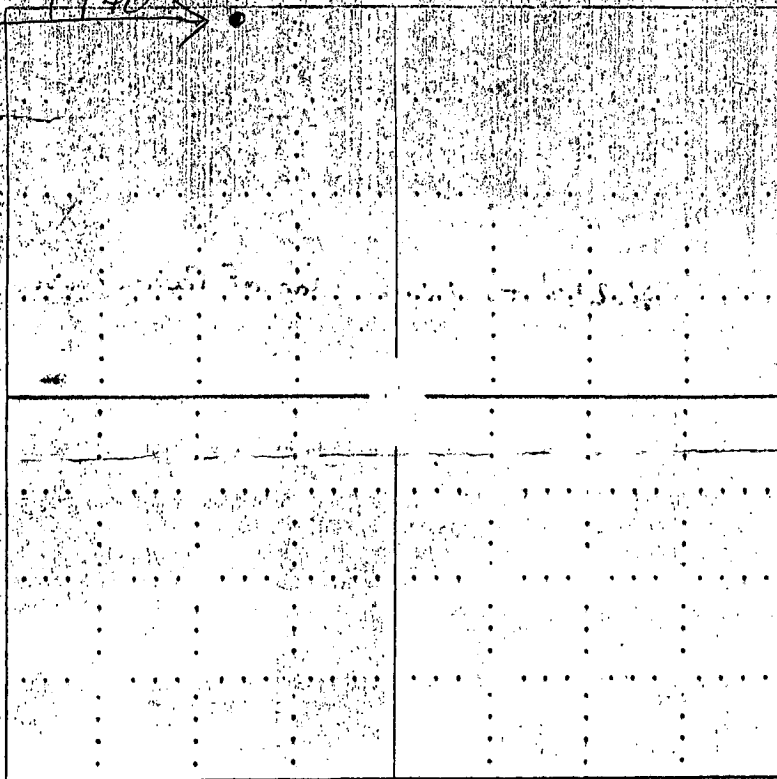
Location of Well: County: ROOKS _____
 80 feet from S N (circle one) Line of Section
 1740 feet from E W (circle one) Line of Section
 Sec. 6 Twp. 10 S. R. 19 East West

Is Section xx 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 and shade attributable acreage for prorated or spaced wells.
 (Show location to the nearest lease or unit boundary.)



SEWARD CO.

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

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

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.

The distance of the proposed drilling location from the section's south / north and east / west.

The distance to the nearest lease or unit boundary line.

If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (CO-7 for oil wells;

CG-8 for gas wells).

15-163-23349-0000

AMENDMENT TO LEASE PROVIDING AGREEMENT TO POOL

WHEREAS, the undersigned, Richard M. Childs, Trustee of the Richard M. Childs Revocable Trust dated August 13, 1986, negotiated an Oil and Gas Lease Oil as Lessor in favor of H & H Investments as Lessee. The Oil and Gas Lease was dated September 27, 2000, and recorded in book 308, page 660 and 661. The undersigned, Donnalea S. Childs, Trustee of the Donnalea S. Childs Revocable Trust dated August 13, 1986, negotiated an Oil and Gas Lease Oil as Lessor in favor of H & H Investments as Lessee. The Oil and Gas Lease was dated September 27, 2000, and recorded in book 308, page 662 and 663. Said Oil and Gas Leases covered the following described property, to-wit:

The Northwest Quarter (NW/4) of Section 6, Township 10 South, Range 19 West of the Sixth P.M., Rooks County, Kansas, and

WHEREAS, said Oil and Gas Leases did not contain any provision as to the pooling for oil and gas purposes and it is the desire of Lessors and Lessee that the above lease be amended to include a pooling provision.

NOW THEREFORE, in consideration of the premises and the mutual benefits to be derived therefrom, it is hereby agreed by the undersigned that the following pooling provision be, and the same is hereby made a part of the aforesaid leases to the same effect as if said provision had been included in said leases when the same were originally executed, to-wit:

"Lessee is given the right to unitize, pool or combine the leased premises or any portion thereof, or formations thereunder, as to all strata, or any stratum, with any other lands as to all strata, or any stratum, either before or after production, with any other lands, 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 leased 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 in a unit or units not exceeding 40 acres each in the event of an oil well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying the described 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 the 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, lessors shall receive on production from a unit so pooled all such portion of the royalties stipulated herein as the amount of their acreage placed in the unit or their royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved."

This amendment to the leases above specified is hereby executed and made a part of said foregoing leases as though said leases contained said clause upon their execution.

Dated this 14 day of June, 2002.

Richard M. Childs
Richard M. Childs, Trustee of the
Richard M. Childs Revocable Trust
dated August 13, 1986

Donnalea S. Childs
Donnalea S. Childs, Trustee of the
Donnalea S. Childs Revocable Trust
dated August 13, 1986

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:
Sharon

The foregoing instrument was acknowledged before me this 14 day of June, 2002, by Richard M. Childs, Trustee of the Richard M. Childs Revocable Trust dated August 13, 1986, and Donnalea S. Childs, Trustee of the Donnalea S. Childs Revocable Trust dated August 13, 1986, on behalf of the trusts.

Sharon Campo
Notary Public



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AMENDMENT TO LEASE PROVIDING AGREEMENT TO POOL

WHEREAS, the undersigned, George A. Pywell and Carolin J. Pywell, his wife, and Richard A. Pywell and Carol J. Pywell, his wife, negotiated an Oil and Gas Lease as Lessors in favor of H & H Investments as Lessee. The Oil and Gas Lease was dated September 25, 2000, and recorded in book 310, page 109 and 110. Said Oil and Gas Lease covered the following described property, to-wit:

The Southwest Quarter (SW/4) of Section 31, Township 9 South,
Range 19 West of the Sixth P.M., Rooks County, Kansas, and

WHEREAS, said Oil and Gas Lease did not contain any provision as to the pooling for oil and gas purposes and it is the desire of Lessors and Lessee that the above lease be amended to include a pooling provision.

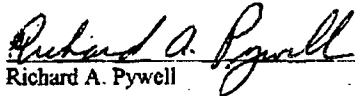
NOW THEREFORE, in consideration of the premises and the mutual benefits to be derived therefrom, it is hereby agreed by the undersigned that the following pooling provision be, and the same is hereby made a part of the aforesaid lease to the same effect as if said provision had been included in said lease when the same was originally executed, to-wit:

"Lessee is given the right to unitize, pool or combine the leased premises or any portion thereof, or formations thereunder, as to all strata, or any stratum, with any other lands as to all strata, or any stratum, either before or after production, with any other lands, 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 leased 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 in a unit or units not exceeding 40 acres each in the event of an oil well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying the described 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 the 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, lessors shall receive on production from a unit so pooled all such portion of the royalties stipulated herein as the amount of their acreage placed in the unit or their royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved."

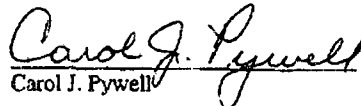
This amendment to the lease above specified is hereby executed and made a part of said foregoing lease as though said lease contained said clause upon its execution.

Dated this 14th day of June, 2002.

George A. Pywell


Richard A. Pywell

Carolin J. Pywell


Carol J. Pywell

POOLING AGREEMENT

THIS AGREEMENT, entered into as of the 5th day of July 2002, between Richard M. Childs, Trustee of the Richard M. Childs Revocable Trust dated August 13, 1986, and Donnalea S. Childs, Trustee of the Donnalea S. Childs Revocable Trust dated August 13, 1986; George A. Pywell and Carolin J. Pywell, his wife; Richard A. Pywell and Carol J. Pywell, his wife; Harold A. Hubbard and Laura Hubbard, his wife; Flora Ann Young and Harry D. Young, her husband; and Beverly A. Barr f/n/a Beverly A. Pywell as Royalty Owners; and H & H Investments by Ron Cummings, as Working Interest Owner; and as Operator, hereby agree as follows:

WHEREAS, in the interest of the public welfare and to promote conservation and increase the ultimate recovery of oil, gas, and associated minerals from the Pywell Lease and Childs Lease, in Rooks County, Kansas, and to protect the rights of the owners of interest therein, it is deemed necessary and desirable to enter into this Pooling Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual agreement herein contained, it is agreed as follows:

ARTICLE 1, CREATION AND EFFECT OF UNIT

Oil and Gas Rights Pooled. Subject to the provisions of this agreement, all oil and gas rights of royalty owners in and to the lands described in Exhibit A, and all oil and gas rights of lessee or record in and to said lands, are hereby pooled, so that operations may be conducted as if the Unit had been included in a single lease executed by all royalty owners, as lessor, in favor of lessee, and as if the lease had been subject to all provisions of this agreement.

Personal Property Excepted. All lease and well equipment, materials, and other facilities placed by lessee on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be recovered by the lessee.

Amendment of Leases and other Agreements. The provisions of the various leases, agreements, or other instruments covering the respective tracts or the production therefrom are amended to the extent necessary to make them conform to the provisions of this agreement, but otherwise shall remain in effect.

Continuation of Leases and Term Royalties. Operations, including drilling operations, conducted with respect to the Unit Area; or production from any part thereof, except for the purpose of determining payments to royalty owners, shall be considered as operations upon or production from each tract, and such operations or production shall continue in effect each lease or term royalty interest as to all lands covered thereby just as if such operations had been conducted and a well had been drilled on and was producing from each tract.

Titles Unaffected by Pooling. Nothing herein shall be construed to result in the transfer to title to the Oil and Gas rights by any party thereto to any other party. Each party stipulates and agrees that their respective ownership of mineral rights is correctly shown on Exhibit A.

ARTICLE 2, TRACT PARTICIPATION

Tract Participation. The tract participation of each tract within the Unit Area is shown in Exhibit A.

ARTICLE 3, ALLOCATION OF OIL AND GAS

Allocation of Tracts. All oil and gas produced and saved from the Unit Area shall be allocated to the several tracts within the Unit Area in that the same were produced. The amount of oil and gas allocated to each tract, regardless of whether it is more or less than the actual production of oil and gas from the well or wells, if any, on such tract, shall be deemed for all purposes to have been produced from such tract.

Distribution Within Tracts. The oil and gas allocated to each tract within the Unit Area shall be distributed among, or accounted for to, the parties entitled to share in the production from such tract in the same manner, in the same proportions, and upon the same conditions as they would have participated and shared in the production from such tract, or in the proceeds thereof, had this agreement not been entered into, and with the same legal effect. If any oil and gas rights in a tract hereafter become divided and owned in severalty as to different parts of the tract, the owners of the different divisions, shall share in the oil and gas located to the tract, or in the proceeds thereof, in proportion to the surface acreage of their respective parts of the tract.

ARTICLE 4, TRACTS TO BE INCLUDED IN UNIT

Qualification of Tracts. On and after the effective date hereof, the Unit Area shall be composed of the tracts listed in Exhibit A.

ARTICLE 5, EASEMENT OR USE OF SURFACE

Grant of Easement. The parties hereto, to the extent of their rights and interests, hereby grant to operator the right to use as much of the surface of the land within the Unit Area as may reasonable be necessary for its operations, except that the tank battery location shall be as specified by a separate written tank battery agreement.

Surface Damages. Operator shall pay the owner for damages that result from its operation.

ARTICLE 6, CHANGE OF TITLE

Covenant Running with the Land. This agreement shall extend to, be binding upon, and inure to the benefit of the respective heirs, devisees, legal representatives, successors, and assigns of the parties hereto, and shall constitute a covenant running with the lands, leases, and interests covered hereby.

Notice of Transfer. Any conveyance of all or part of any interest owned by any party hereto with respect to any tract shall be made expressly subject to this agreement. No change of title shall be binding on the operator, or upon any party hereto other than the party so transferring, until the first day of the calendar month next succeeding the date of receipt by operator of a photocopy or a certified copy of the recorded instrument evidencing such change in ownership.

ARTICLE 7, LAWS AND REGULATIONS

Laws and Regulations. This agreement shall be subject to the conservation laws of the State of Kansas; to the valid rules, regulations; and orders of the Kansas Corporation Commission; and to all other applicable federal, state, and municipal laws, rules, regulations, and orders.

ARTICLE 8, FORCE MAJEURE

Force Majeure. All obligations imposed by this agreement on each party, except for the payment of money, shall be suspended while compliance is prevented, in whole or in part, by a strike, fire, war, civil disturbance, act of God; by federal, state, or municipal laws; by a rule, regulations, or other of a governmental agency; by inability to secure materials; or by any other cause or causes beyond reasonable control of the party. No party shall be required against its will to adjust or settle any labor disputes. Neither this agreement nor an lease or other instrument subject thereto shall be terminated by reason of suspension of operations due to any one or more of the causes set forth in this Article.

EXHIBIT A ATTACHED TO POOLING AGREEMENT

Richard M. Childs, Trustee of the Richard M. Childs Revocable Trust dated August 13, 1986, and Donnalea S. Childs, Trustee of the Donnalea S. Childs Revocable Trust dated August 13, 1986; George A. Pywell and Carolin J. Pywell, his wife; Richard A. Pywell and Carol J. Pywell, his wife; Harold A. Hubbard and Laura Hubbard, his wife; Flora Ann Young and Harry D. Young, her husband; Leroy A. Pywell and Lois Pywell, his wife; Wilma A. Hiser and Dale Hiser, her husband; and Beverly A. Barr f/n/a Beverly A. Pywell as Royalty Owners; and H & H Investment by Ron Cummings, as Working Interest Owner; and as Operator, hereby agree as follows:

Oil and Gas Leases pooled for purposes of Agreement:

An Oil and Gas Lease dated September 27, 2000, and recorded in book 308, page 660 and 661, from Richard M. Childs, Trustee of the Richard M. Childs Revocable Trust dated August 13, 1986, as Lessor in favor of H & H Investments as Lessee. Said Oil and Gas Lease covers the following described property, to-wit:

The Northwest Quarter (NW/4) of Section 6, Township 10 South, Range 19 West of the Sixth P.M., Rooks County, Kansas, and

An Oil and Gas Lease dated September 27, 2002, and recorded in book 308, page 662 and 663, from Donnalea S. Childs, Trustee of the Donnalea S. Childs Revocable Trust dated August 13, 1986, as Lessor in favor of H & H Investments as Lessee. Said Oil and Gas Lease covers the following described property, to-wit:

The Northwest Quarter (NW/4) of Section 6, Township 10 South, Range 19 West of the Sixth P.M., Rooks County, Kansas, and

An Oil and Gas Lease dated September 25, 2002, and recorded in book 310, page 109 and 110, from George A. Pywell and Carolin J. Pywell, his wife and Richard A. Pywell and Carol J. Pywell, his wife, as Lessors in favor of H & H Investments as Lessee. Said Oil and Gas Lease covers the following described property, to-wit:

The Southwest Quarter (SW/4) of Section 31, Township 9 South, Range 19 West of the Sixth P.M., Rooks County, Kansas, and

Tracts pooled by Pooling Agreement for production purposes:

The South Half of the Southwest Quarter (S/2 SW/4) of Section 31, Township 9 Range 19, and

The North Half of the Northwest Quarter (N/2 NW/4) of Section 6, Township 10, Range 19, Rooks County, Kansas

Tract participation within unit area set forth in this agreement:

Childs Leases - 80 acres	50%
Pywell Lease - 80 acres	50%

Allocation of Production from Pooled 160 acre Tract:

Richard M. Childs, Trustee of the Richard M. Childs Revocable Trust dated August 13, 1986
1/4th of 1/8th royalty interest

Donnalea S. Childs, Trustee of the Donnalea S. Childs Revocable Trust dated August 13, 1986
1/4th of 1/8th royalty interest