Kansas Corporation Commission Oil & Gas Conservation Division

Form CDP-1 April 2004 Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

AMENDED /

Operator Name: Lario Oil & Gas (Company	License Number: 5214
Operator Address: 301 S. Market		Wichita KS 67202
Contact Person: Jay Schweikert		Phone Number: 316-265-5611
Lease Name & Well No.: Bolinger A	2-11	Pit Location (QQQQ):
Type of Pit:	Pit is:	
Emergency Pit Burn Pit	Proposed Existing	Sec. 14 Twp. 28 R. 5 East West
Settling Pit Drilling Pit	If Existing, date constructed:	2,310 Feet from North / South Line of Section
☐ Workover Pit ☐ Haul-Off Pit	Pit capacity:	1,780 Feet from East / West Line of Section
(If WP Supply API No. or Year Drilled)	7,100 (bbls)	Kingman
Is the pit located in a Sensitive Ground Water	Area? Yes No	Chloride concentration:mg/l
Is the bottom below ground level?	Artificial Liner?	(For Emergency Pits and Settling Pits only) How is the pit lined if a plastic liner is not used?
Yes No	Yes No	
Pit dimensions (all but working pits):	00 Length (feet)100	Width (feet) N/A: Steel Pits
Depth fr	om ground level to deepest point:	4 (feet) No Pit
If the pit is lined give a brief description of the material, thickness and installation procedure		edures for periodic maintenance and determining ncluding any special monitoring.
Distance to nearest water well within one-mile	of pit Depth to shallo Source of information measurements.	
Emergency, Settling and Burn Pits ONLY:	1	over and Haul-Off Pits ONLY:
Producing Formation:		al utilized in drilling/workover: Bentonite Mud
Number of producing wells on lease:	i i	king pits to be utilized:2 procedure: Allow for evaporation. Fill in and cover
Barrels of fluid produced daily: Does the slope from the tank battery allow all]	pits.
flow into the pit? Yes No		pe closed within 365 days of spud date. RECEIVED KANSAS CORPORATION COMMA
I hereby certify that the above state 7-28-08 Date	ments are true and correct to the best	
	KCC OFFICE USE OF	NLY Steel Pit RFAC RFAS
Date Received: 7/38/08 Permit Numb	ner: 15-095- 22159 Permi	t Date: 7/31/06 Lease Inspection: 🖟 Yes No

ATTN- Jay Schweikert



Kathleen Sebelius, Governor Thomas E. Wright, Chairman Michael C. Moffet, Commissioner Joseph F. Harkins, Commissioner

July 31, 2008

Mr. Jay Schweikert Lario Oil & Gas Company 301 S Market Wichita, KS 67202

Re:

Haul-Off Pit Application

Bolinger A Lease Well No. 2-11

SE/4 Sec. 14-28S-05W Kingman County, Kansas

Dear Mr. Schweikert:

District staff has inspected the above referenced location and has determined that the haul-off 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 haul-off pit within 96 hours after drilling operations have ceased.

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 (316) 630-4000 when the fluids have been removed. Please file form CDP-5, Exploration and Production Waster Transfer, within 30 days of fluid removal. Conservation division forms are available through our office and on the KCC web site: www.kcc.state.ks.us/conservation/forms.

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 undersigned at the above address.

Sincerely,

Kathy Haynes

Environmental Protection and Remediation Department

cc: district



Kathleen Sebelius, Governor Thomas E. Wright, Chairman Michael C. Moffet, Commissioner Joseph F. Harkins, Commissioner

Jario Fax 265-5610

HAUL-OFF PIT APPLICATION FILING REQUIREMENTS

for Bolinger A 2-10

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;

located, to the haul-off pit application.

- (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 b	e located in ar	n on-site disposal are	a: □Yes	No		
	es, written per	site disposal area on mission from the land				
Haul-off pit is loo same operator:	ated in an off- Yes □ No a copy of the le	site disposal area on If yes, written permis ease assignment that	another p sion from t covers the	roducing le the landowner acreage w	ase or unit ope er must be obtai here the haul-of	rated by the ned. Attach

(Paid-up) Kans. - Okla. - Colo.

THIS AGREEMENT, Entered into this <u>6th</u> day of <u>January</u>, <u>2006</u>, between, <u>Stacy DeVore a/k/a Stacy Bolinger DeVore and Clint DeVore, her husband, 2377 S.E. 170th Avenue, Cheney, Kansas 67025, hereinafter called lessor, and <u>Lario Oil & Gas Company, 301 S. Market, Wichita,</u></u>

Kansas, hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars (\$10.00) in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, with any reversionary rights therein, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent-vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, and other fluids and substances into the subsurface strata, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, electrical lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and the injection of water, brine, and other substances into the subsurface strata, said tract of land being situated in the County of Kingman, State of Kansas, and described as follows:

Town ship 28 South, Range 5 West

Section 14: SE/4 excepting therefrom a tract of land described as follows to wit: Beginning at the Northeast Corner of the Southeast Quarter, thence West 889 feet, thence South 245 feet; thence East 889 feet; thence North to point of beginning

containing 148.20 acres, more or less.

- 2. This lease shall remain in force for a term of **three (3) years** (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.
- 3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth (1/8th) part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.
- 4. The lessee shall pay to the lessor, as a royalty, one-eighth (1/8th) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to one dollar per net mineral acre, and while shut in said royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.
- This lease is a paid-up lease and may be maintained during primary term without further payments or drilling operations.
- 6. In the event said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties herein provided for shall be paid to said lessor only in the proportion which his interest bears to the whole and undivided fee; however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.
- 7. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of the lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.
- 8. 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 the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator of the estate of any deceased owner, whichever is appropriate together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all payments made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of lessor.
- 9. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligations on the part of the lessee to offset wells on separate tracts into which the land covered by the lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.
- 10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages or other liens existing, levied, or assessed on or against the above described lands and, in the event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage tax or other lien, any royalty accruing hereunder.
- 11. If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within one hundred-twenty (120) days thereafter, or if after the expiration of the primary term, oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced with no cessation of more than one hundred-twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provision of this lease.
- 12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.
- 13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.
- 14. Lessee, at its option, is hereby given the given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases when, in lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be in a unit or units not exceeding 80 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas and/or condensate or distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.
- 15. It at the end of the primary term this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless lessee on or before the end of the primary term shall pay or tender to lessor the sum of Seven Dollars (\$7.00) multiplied by the number of net mineral acres owned by lessor in the land above described and then subject to this lease; and subject to the other provisions of this lease, this lease shall thereby be modified and the primary term shall be extended for an additional term of Two (2) years from the end of the primary term. Said payment may be made by check or draft of Lessee or any assignee thereof, mailed or delivered direct to lessor at the address first provided above, on or before the end of the primary term.
- 16. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

IN WITNESS WHEREOF, we sign the day and year first above written

STATE OF KANSAS, KINGMAN COUNTY, AS:
THIS INSTRUMENT WAS FILED FOR RECORD ON THE

O'CLOCK A M. AND BOLLY RECORDED IN 16

BOOK O-17 PAGE 193 FEE \$ 13.00

Seal Seal

Stacy DeVore

Clint Cint DeVore

ACKNOWL * `GMENT FOR INDIVIDUAL (Kans., Okla. ** d Colo,)
STATE OF KANSAS COUNTY OF SEDE WICK Ss.
Before me, the undersigned, a Notary Public, within and for said county and state on this 1 day of January, 2006, personally appeared Stacy DeVore a/k/a Stacy Bolinger DeVore, to me personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purpose therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
My appointment expires 8.23-2006 Notary Public - Martha L. Beavers A. MARTHA L. BEAVERS A. MARTHA L. BEAVERS My Appt. Expires 8-23-2006
ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo,)
STATE OF KANSAS)
COUNTY OF SENEWICK) ss.
Before me, the undersigned, a Notary Public, within and for said county and state on this
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.
My appointment expires 8-23-2006 Math. J. Beavers Notary Public - Martha L. Beavers
自 MARTHA L. BEAVERS Notary Public - State of Kansas My Appt. Expires ジュスターション
ACKNOWLEDGMENT FOR CORPORATION
STATE OF _)
COUNTY OF) ss.
On this day of _, A.D., <u>20 _</u> , before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared , to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing Instrument as its President and acknowledged to me that they executed the same as their free and Voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My appointment expires_

Notary Public

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AGREEMENT TO PROVIDE DISPOSAL OF DRILLING MUD

WHEREAS Stacy DeVore and Clint DeVore, 2377 SE 170th Street, Cheney, Kansas 67025 (hereinafter referred to as Landowners) have agreed to provide Lario Oil & Gas Company an area on the Devore property centered in the in NW SE of Section 14-28S-5W to use for the drilling mud associated with the drilling of the Bolinger A 2-11 well located 330' FSL & 990' FEL in Section 11-28S-5W, Kingman County, Kansas.

It is mutually agreed as follows:

- 1. Lario Oil & Gas Company shall construct a new pit in which all drilling mud from the drilling operation of the Bolinger A 2-11 will be disposed.
- 2. Lario Oil & Gas Company agrees to construct the pit in an area not currently being cultivated.
- 3. Landowners hereby grant to Lario the right to dispose of all drilling mud during the drilling operation of the Bolinger A 2-11. Lario will not use the pit to dispose of any completion fluids as mandated by the Kansas Corporation Commission. The Landowners agrees that this access shall be for so long as it is needed by Lario to complete the drilling of said well.
- 4. Upon completion of operations of said well, Lario shall, as soon as practical, close said pit and restore the premises
- 5. Lario shall pay to Landowners the sum of Two Thousand Dollars (\$2000.00), upon execution of this agreement, for access and use of said lands.
- 6. Landowners represent that they have they are the owners of said property and have the right to enter into this agreement

Clint DeVore

LANDOWNERS:

Stary De Vore

Stacy De Vore

EXECUTED THIS $\frac{25}{25}$ day of July, 2008

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EXECUTED THIS 25 day of July, 2008

LANDOWNERS:

Stary DeVore

Stacy DeVore

316 337 6232

P. 02

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form CDP-1 April 2004 Form must be Typed

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AMENDED -

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Contact Person: Jay Schweikert		Phone Number: 316-265-5611
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Haul OFF pit - Devore in 14-28-5W-KM cty. Haul clear fluids 96 hrs. after completion of drilling.