For KCC Use:	9219-10
Effective Date:	[-[
District #	
SGA? Yes	×No 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

Must be approved by KCC five (5) days prior to commencing well on of Compliance with the Kansas Surface Owner Notification Act MUST be Form KSONA-1 Certification of Cor

Expected Spud Date: 9/20/1010	Spot Description:
month day year	E2 - SE - SE - SW Sec. 27 Twp. 2 S. R. 24 TE W
4058	(Q/Q/Q/Q) 335 feet from N / S Line of Section
OPERATOR: License#	2,584 feet from E / X W Line of Section
Address 1: P. O. Box 399	Is SECTION: Regular Irregular?
Address 2:	<b>—</b> — ·
City: Garden City State: KS Zip: 67846 +	(Note: Locate well on the Section Plat on reverse side)  County: Norton
Contact Person: Scott Corsair	
Phone: 785-398-2270	
CONTRACTOR: License# 4958	Field Name:
Name: Mallard JV, Inc.	Is this a Prorated / Spaced Field?
	Target Formation(s): LKC
Well Drilled For: Well Class: Type Equipment:	Nearest Lease or unit boundary line (in footage): 335
✓ ဩOil ☐Enh Rec ☐Infield ☑Mud Rotary	Ground Surface Elevation: 2474 feet MSL
Gas Storage Pool Ext. Air Rotary	Water well within one-quarter mile:
Disposal XMIdcat Cable	Public water supply well within one mile: Yes No
Seismic ;# of HolesOther	Depth to bottom of fresh water: 180'
Other:	Depth to bottom of usable water: 1250'
If OWWO: old well information as follows:	Surface Pipe by Alternate: Surface Pipe Planned to be set: 200'
	Length of Conductor Pipe (if any): na
Operator:	Projected Total Depth: 3700'
Well Name: Original Total Depth:	Formation at Total Depth: Granite Wash
Original Completion Date: Original Total Deptit:	Water Source for Drilling Operations:
Directional, Deviated or Horizontal wellbore?	Well Farm Pond Other:
If Yes, true vertical depth:	DWR Permit #:
Bottom Hole Location:	(Note: Apply for Permit with DWR
KCC DKT #:	Will Cores be taken?
	If Yes, proposed zone:
	RECEIVED
	IDAVIT
The undersigned hereby affirms that the drilling, completion and eventual plug	gging of this well will comply with K.S.A. 55 et, seq.
It is agreed that the following minimum requirements will be met:	JEI II -
<ol> <li>Notify the appropriate district office prior to spudding of well;</li> </ol>	drilling rig; KCC WICHI
2. A copy of the approved notice of intent to drill <b>shall be</b> posted on each	
<ol><li>The minimum amount of surface pipe as specified below shall be set be through all unconsolidated materials plus a minimum of 20 feet into the</li></ol>	• • • • • • • • • • • • • • • • • • • •
If the well is dry hole, an agreement between the operator and the district.	
The appropriate district office will be notified before well is either plugger	, , , , , , , , , , , , , , , , , , ,
6. If an ALTERNATE II COMPLETION, production pipe shall be cemented	
• • • • • • • • • • • • • • • • • • • •	33,891-C, which applies to the KCC District 3 area, alternate II cementing
must be completed within 30 days of the spud date or the well shall be	. 55
I hereby certify that the statements made herein are true and to the best of m	y knowledge and belief.
Date: 9/13/2010 Signature of Operator or Agent: 5714	m fen Title: agent
Signature of Operator of Agent.	
For KCC Use ONLY	Remember to:
127 200 20 20 10	- File Certification of Compliance with the Kansas Surface Owner Notification
API # 15 - 171-005 70 00	Act (KSONA-1) with Intent to Drill;
Conductor pipe requiredfeet	<ul> <li>File Drill Pit Application (form CDP-1) with Intent to Drill;</li> <li>File Completion Form ACQ-1 within 120 days of spud date;</li> </ul>
Minimum surface pipe required feet per ALTI II	- File acreage attribution plat according to field proration orders;
Approved by: 10 9-(4-10)	- Notify appropriate district office 48 hours prior to workover or re-entry;
This authorization expires: 9-14-2011	- Submit plugging report (CP-4) after plugging is completed (within 60 days);
(This authorization void if drilling not started within 12 months of approval date.)	- Obtain written approval before disposing or injecting salt water.
	- If well will not be drilled or permit has expired (See: authorized expiration date)
Spud date: Agent:	please check the box below and return to the address below.
	Well will not be drilled or Permit Expired Date:  Signature of Operator or Agent:
Mail to: KCC - Conservation Division,	Signature of Operator or Agent:

130 S. Market - Room 2078, Wichita, Kansas 67202

For KCC Use ONLY	
API#15-137-20530-00-C	$\mathcal{U}$

Operator: American Warrior, Inc.

## 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.

Location of Well: County: Norton

KCC WICHITA

se: Hoover				335	feet from N / S Line of Section
I Number: 1-27		<u> </u>		2,584	feet from E / W Line of Section
umber of Acres attributable to well:		Sec. 27 Twp. 2 S. R. 24 E W			
			PLA	ΔŦ	
			the nearest lea	ise or unit boundar	ry line. Show the predicted locations of
lease roads, ta	nk batteries, pip			ired by the Kansas arate plat if desired	Surface Owner Notice Act (House Bill 2032).
		TOU ITI	ау апасп а зер	arate piat if desired	σ.
:	: :		: :	:	
					LEGEND
			• •••••		
					Well Location
	: :		: :		Tank Battery Location
:	···· · · · · · · · · · · · · · · · · ·		: •		Pipeline Location
:					Electric Line Location
			: ;	Ē	Lease Road Location
:	:		: :	:	
					EXAMPLE : :
:	; :	2 <b>7</b>	<u>: : : : : : : : : : : : : : : : : : : </u>		EXAMPLE
		<b>6</b> 1		:	
				:	
					1980'FSL
1 :	:	i	:	:	

#### 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.

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

- 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 KSONA-1 July 2010 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.

4058	
OPERATOR: License # 4058	Well Location: F2 SF SF SW 27 2 24 53
Name: American Warrior, Inc. Address 1: P. O. Box 399	E2 SE SE SW Sec. 27 Twp. 2 S. R. 24 Eas West
	County: Norton  Lease Name: Hoover Well #: 1-27
Address 2: KS 67846	Lease Name: Tioover Well #: 1-21
City: Garden City State: KS Zip: 67846 +	— If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:
Contact Person: Scott Corsair  Phone: ( 785 ) 398-2270	
	<del></del>
Email Address:	<del></del>
Surface Owner Information:	
Name: Roger Wayne Hawks	When filing a Form T-1 involving multiple surface owners, attach an additional
Name: Roger Wayne Hawks Address 1: 4003 S. Wilson St.	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: Amarillo State: TX Zip: 79118 +	(Cathodic Protection Borehole Intent), you must supply the surface owners and
If this form is being submitted with a Form C-1 (Intent) or CB-1 (the KCC with a plat showing the predicted locations of lease road	
If this form is being submitted with a Form C-1 (Intent) or CB-1 (the KCC with a plat showing the predicted locations of lease road are preliminary non-binding estimates. The locations may be ent Select one of the following:  I certify that, pursuant to the Kansas Surface Owner Noowner(s) of the land upon which the subject well is or w CP-1 that I am filing in connection with this form; 2) if the form; and 3) my operator name, address, phone number	(Cathodic Protection Borehole Intent), you must supply the surface owners and ds, tank batteries, pipelines, and electrical lines. The locations shown on the plat tered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.  otice Act (House Bill 2032), I have provided the following to the surface fill be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this refax, and email address.
If this form is being submitted with a Form C-1 (Intent) or CB-1 (the KCC with a plat showing the predicted locations of lease road are preliminary non-binding estimates. The locations may be ent Select one of the following:    Certify that, pursuant to the Kansas Surface Owner Nowner(s) of the land upon which the subject well is or we CP-1 that I am filing in connection with this form; 2) if the form; and 3) my operator name, address, phone number   I have not provided this information to the surface owner KCC will be required to send this information to the surface.	(Cathodic Protection Borehole Intent), you must supply the surface owners and ds, tank batteries, pipelines, and electrical lines. The locations shown on the plat tered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.  otice Act (House Bill 2032), I have provided the following to the surface vill be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this
If this form is being submitted with a Form C-1 (Intent) or CB-1 (the KCC with a plat showing the predicted locations of lease road are preliminary non-binding estimates. The locations may be ent.  Select one of the following:  I certify that, pursuant to the Kansas Surface Owner Nowner(s) of the land upon which the subject well is or w CP-1 that I am filing in connection with this form; 2) if the form; and 3) my operator name, address, phone number.  I have not provided this information to the surface owner KCC will be required to send this information to the surface task, I acknowledge that I am being charged a \$30.00 has	(Cathodic Protection Borehole Intent), you must supply the surface owners and ds, tank batteries, pipelines, and electrical lines. The locations shown on the plat tered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.  otice Act (House Bill 2032), I have provided the following to the surface vill be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form te form being filed is a Form C-1 or Form CB-1, the plat(s) required by this r, fax, and email address.  (s). I acknowledge that, because I have not provided this information, the face owner(s). To mitigate the additional cost of the KCC performing this andling fee, payable to the KCC, which is enclosed with this form.
If this form is being submitted with a Form C-1 (Intent) or CB-1 (the KCC with a plat showing the predicted locations of lease road are preliminary non-binding estimates. The locations may be ent.  Select one of the following:  I certify that, pursuant to the Kansas Surface Owner Nowner(s) of the land upon which the subject well is or w. CP-1 that I am filing in connection with this form; 2) if the form; and 3) my operator name, address, phone number.  I have not provided this information to the surface owner KCC will be required to send this information to the surface owner task, I acknowledge that I am being charged a \$30.00 has the choosing the second option, submit payment of the \$30.00 has the choosing the second option, submit payment of the \$30.00 has the choosing the second option, submit payment of the \$30.00 has the choosing the second option, submit payment of the \$30.00 has the choosing the second option, submit payment of the \$30.00 has the choosing the second option, submit payment of the \$30.00 has the choosing the second option, submit payment of the \$30.00 has the choosing the second option, submit payment of the \$30.00 has the choosing the second option, submit payment of the \$30.00 has the choosing the second option, submit payment of the \$30.00 has the choosing the second option.	(Cathodic Protection Borehole Intent), you must supply the surface owners and ds, tank batteries, pipelines, and electrical lines. The locations shown on the plat tered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.  Otice Act (House Bill 2032), I have provided the following to the surface vill be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form te form being filed is a Form C-1 or Form CB-1, the plat(s) required by this r, fax, and email address.  (s). I acknowledge that, because I have not provided this information, the face owner(s). To mitigate the additional cost of the KCC performing this andling fee, payable to the KCC, which is enclosed with this form.  Andling fee with this form. If the fee is not received with this form, the KSONA-1 arm CP-1 will be returned.

SEP 1 4 2010

# KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form KSONA-1 July 2010 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.

OPERATOR: License # 4058	Mall Lands
Name: American Warrior, Inc.	Well Location:  E2 SE SE SW Sec. 27 Twp. 2 S. R. 24 Eas  Eas  West
Name: American Warrior, Inc. Address 1: P. O. Box 399	County: Norton
	•
Address 2:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person: Scott Corsair	the lease below:
Phone: ( 785 ) 398-2270 Fax: ( )	
Email Address:	
Surface Owner Information:  Name: Cleta Holste Hoover	
Address 1: 468 Chamberlin Dr.	When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface
	<ul> <li>owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.</li> </ul>
Address 2:	occurs, and in the redicestate property tax records of the county deasurer.
City: Ballwin State: MO zip: 63021 +    If this form is being submitted with a Form C-1 (Intent) or CB-1 (In	Cathodic Protection Borehole Intent), you must supply the surface owners and
If this form is being submitted with a Form C-1 (Intent) or CB-1 (the KCC with a plat showing the predicted locations of lease road:	
If this form is being submitted with a Form C-1 (Intent) or CB-1 (Intent) or CB-1 (Intent) are preliminary non-binding estimates. The locations may be enterested one of the following:  I certify that, pursuant to the Kansas Surface Owner Not owner(s) of the land upon which the subject well is or with CP-1 that I am filing in connection with this form; 2) if the form; and 3) my operator name, address, phone number,  I have not provided this information to the surface owner(see KCC will be required to send this information to the surface.	Cathodic Protection Borehole Intent), you must supply the surface owners and is, tank batteries, pipelines, and electrical lines. The locations shown on the plat ered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.  Ditice Act (House Bill 2032), I have provided the following to the surface II be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form form being filed is a Form C-1 or Form CB-1, the plat(s) required by this fax, and email address.  S). I acknowledge that, because I have not provided this information, the acce owner(s). To mitigate the additional cost of the KCC performing this
If this form is being submitted with a Form C-1 (Intent) or CB-1 (Intent) or CB-1 (Intent) are preliminary non-binding estimates. The locations may be enterested one of the following:    Certify that, pursuant to the Kansas Surface Owner Not owner(s) of the land upon which the subject well is or with CP-1 that I am filing in connection with this form; 2) if the form; and 3) my operator name, address, phone number,    I have not provided this information to the surface owner(see KCC will be required to send this information to the surface task, I acknowledge that I am being charged a \$30.00 has	Cathodic Protection Borehole Intent), you must supply the surface owners and is, tank batteries, pipelines, and electrical lines. The locations shown on the plat ered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.  Dice Act (House Bill 2032), I have provided the following to the surface III be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form form being filed is a Form C-1 or Form CB-1, the plat(s) required by this fax, and email address.  S). I acknowledge that, because I have not provided this information, the ace owner(s). To mitigate the additional cost of the KCC performing this indling fee, payable to the KCC, which is enclosed with this form.  If the fee is not received with this form, the KSONA-1 and CP-1 will be returned.
If this form is being submitted with a Form C-1 (Intent) or CB-1 (Intent)	Cathodic Protection Borehole Intent), you must supply the surface owners and is, tank batteries, pipelines, and electrical lines. The locations shown on the plat ered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.  Dice Act (House Bill 2032), I have provided the following to the surface III be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form form being filed is a Form C-1 or Form CB-1, the plat(s) required by this fax, and email address.  S). I acknowledge that, because I have not provided this information, the ace owner(s). To mitigate the additional cost of the KCC performing this indling fee, payable to the KCC, which is enclosed with this form.  If the fee is not received with this form, the KSONA-1 and CP-1 will be returned.

SEP 1 4 2010

awireg lease Oil and gas lease
THIS ACREEMENT, Entered into this the Oth April 20.08 between
Morer Wayne Hawks and Deverly A. Hawks, husband and wife
4003 S. Wilson Street
Amarillo, TX 79118
heminafter called Lesser (ortested one or court), and AMBFICEN METTICE'S INC.  Lesser, in amplification of Dallars in hand patch, receipt of which is here actspeciates and of the reposition betein provided and of the appearance of the lessee herein constand, hereby grams, leases and left architectly take lessee for the purpose of leversippeding, asplering by specifyrical and other means proposed follings, mining one dispersing for and producing oils, levels if provises are in graces, and repositions provided and dispersions on the fillings, mining one dispersions graphed fillings, mining one of specifications of the products and controlled provided products and controlled products and controll
In Scotion XXX Township XXX Range XXX and containing 160 acres, more no less, and all nooresteens observed.  Subject to the provisions basels contained, this lesse shall remain to force for a same of three (3) year from this does (salled "primery
4000% and at long thicked for all Septid hydrocurbons, gas or other respective considering products, or any of them, is or can be produced from tale land or land with which tell land is peopled. If, due to accompanies beyond Lesson's country, Lesson's trivite to obtain a revery drilling my prior to the explication of the primary term, Lesson agrees that Lesson's shall have a reasonable main, shy we are pad almost 1970 forth within which to obtain each reserv drilling rig and removement operations for the drilling of a well.
In maniferration of the parentines the gold beque processing and pyress.  In The deliver to the credit of baster, free of coat, in the pipeline in which lesses, may coanact wells on gold land, the squate one-eighth (174) part of all oil produced and saved freels the lease of permisses.  The The deliver to the credit of baster, free of coat, in the pipeline in which lesses may coanact wells on gold to the part of the proceed present of the permisses.  The paper of the gold of the permisses of the principal process of the permisses, or ly the anatoricative of products therefore, sale payments to be made monthly. At any lime, other before or after the expiration of the principal present, see if the anatoricative of products therefore, sale payments to be made monthly. At any lime, other before or after the expiration of the principal process, or ly the anatoricative of products therefore, sale payments to be made monthly. At any lime, other or after the expiration of the principal part permisses, or ly the anatoricative of products therefore sale payments to be made monthly. At any lime, other water and the production payment of the payments or the payments or the payments of the payments or the payments and anatoricative and of cache party party and devine, which on the payment of payments are the payments or the payments are made, it shall be equilibrated to payments or the payments or the payments are made, it shall be equilibrated or the payments of the payments or the payments or the payments or the payments are the payments or the payments are made, it shall be equilibrated to the payments of the payments or payments or the payments or payments or
o the rights of the holder sherces, and the underlighed lestors, for menacture and their helivs, successors and assigns, hereby surrender and release all right of source and Representated in the presented detectived herein. In on the sex stald right of dones and homested may in any way office the perposes for which this lesses made, as rectangles the control of the right and power to people of dones and homested may in any way office the perposes for which this lesses made, as rectangles herein the control of the right and power to people of dones or any persons the root with office thank, and or feated in the intensities or vicinity thereof, when in lesses's judgment it is necessary or an inable to do not be partly and opporate said have persone so as the present into dorselvation of all, gas or offer minerals in any ander and that may be produced from said premises, such providing to be not a that or under our accessing doll acres peck in the executor as all vicin, as two a under our accessing doll acres pack in the executor of any well. Less or the best because the vicing and rectangle in the operators and executing the province of the count of the count of the second in the average to pooled two a react or man shall be revised, for all purposes except the payment of regulates on production from the solice each, as if it were included in this facts. If production is found on the people acres, it shall be treated as if grades into hair from this lesse, whether we will be because on the provises assumed as well provided in the facts or as the production of the regular production in the action of the second or the people of the people of the provise of the rectangle of the people of the people of the regular production and the actions of his overlay interest therein we are created but to the total security in production as the actions of his overlay interest therein we are created but to the total security in
Page Mayne Hawks Poverty At Hawks

/S-/37-30830 CRECEIVED CO. 3030 SEP 1 4 2010 KCC WICHITA

565

566

566

, husband and wife
Walan & South
MAEGAN R. LOVETT NOTARY PUBLIC GOTTE OF TEMAS W Commission DI-14-2012
day of 20
(Nonzy Public)



RECEIVED SEP 1 4 2010 KCC WICHITA

SS#

OIL AND GAS LEASE
THIS AGREEMENT, Entered into this the 8th day of ADT11 2008 between
Cleta Holste Hoover, a widow
468 Chamberlin
Manchester, MC 63021
hereinafter called Lessor (whether one or more), and American Warrior, Inc. hereinafter called Lessee:  Lessor, in consideration of Dollars in hand paid, receipt of which is here acknowledged and of 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 Norton State of Kansas, and described as follows to-wit  Township 2 South, Range 24 West
Section 27: The East Half of the Southwest Quarter (E2SW4)
In Section XXX Township XXX Range XXX and containing 80 acres, more or less, and all accretions thereto.
Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is or can be produced from said land or land with which said land is pooled. If, due to circumstances beyond Lessee's control, Lessee is unable to obtain a rotary drilling rig prior to the expiration of the primary term. Lessor agrees that Lessee shall have a reasonable time, not to exceed ninety (90) days, within which to obtain such rotary drilling rig and commence operations for the drilling of a well.
In consideration of the premises the said lessee covenants and agrees:  1 <sup>st</sup> . To deliver to the credit of lessor, free of cost, in the pipeline to which lessee may connect wells on said land, the equal one-eighth (1/8) part of
2". To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the merket 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 from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. At any time, either before or after the expiration of the primary term of this lease, if there is a gas well or wells on the above land (and, for he purposes of this clause, the term "gas well" shall include wells capable of producing natural gas, condensate, distillate or any gaseous substance and wells classified as gas wells by any governmental authority) and such well or wells are shut-in, before or after production therefrom, lessee or any assignee hereunder may pay or tender annually, within sixty (60) days after the end of each yearly period during which such gas well or gas wells are shut-in, as substitute gas royalty. One Dollar (\$1.00) per net mineral acre retained hereunder, for the acreage then held under this lease, by the party making such payments or tenders, and, if such payments or tenders are made, it shall be considered under all provisions of this lease that gas is being produced from the leased premises in paying quantities.  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 complete on 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 first mentioned.  If said lessor owns a less interest in the above described land than the entire and undivided fee.  Lessee shall ha
Lessee shall bury lessee's pipelines 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. Lessee shall pay for damages caused by lessee's operations to 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 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 royalize 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 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 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.  Lessor herby 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, and the undersigned lessors, 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 lease
dower and homested in the premises described neterit, in so has said right of dower that not down the first age covered by this lease or any portion thereof with other land, 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 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 into a unit or units not exceeding 640 acres each in the event of a gas 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 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 acreages op pooled in the particular unit involved.  IN WITNESS WHEREOF, we sign the day and year first above written.
Cleta Holste Hoover

RECEIVED 37 - SEP 1 4 2010 KCC WICHITA

STATE OF MASSOURI			
COUNTY OF ST. LOUIS 35:			
The foregoing was acknowledged before me on the	10th day of	April	20 08 by
Cleta Holste Hoover, a widow			20 <u></u> , by
- I wildy			
My commission expires 6-7-2010		an E. Elle	
		Jason E. Choate	(Notary Public)
		JASON E. Notery Public— BTATE OF N 81. Louis 08897 By commission exp	- Notery Seel HSSCVINI County 2 re
STATE OF			-44 0811 <b>4</b> 3 - <b>20</b> 10
COUNTY OF) ss:			
The foregoing was acknowledged before me on the	day of		, 20, by
•			
1			
My commission expires			
			(Notary Public)
·		•	
) 55:			
COUNTY OF	•		
The foregoing was acknowledged before me on the	day of	<u> </u>	, 20, by
		*	· · · · · · · · · · · · · · · · · · ·
do constitution and the			
dy commission expires			(Notary Public)

STATE OF KANSAS, NORTON COUNTY, 88-FILED FOR RECURD AT 9:30 O'CLOCK  $\nearrow$  M

APR 2 1 2008 AND RECORDED IN BOOK 153A PAGE 564

Wanda M. Uwant RECEIVED

REG. OF DEEDS - NORTON COUNTY, K6 12.00 RECEIVED

SEP 1 4 2010 KCC WICHITA

## 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: American Warrior, Inc.			License Number: 4058
Operator Address: P. O. Box 399			Garden City KS 67846
Contact Person: Scott Corsair		Phone Number: 785-398-2270	
Lease Name & Well No.: Hoover	1-2	27	Pit Location (QQQQ):
Type of Pit:	Pit is:		_E2 _ SE _ SE _ SW_
Emergency Pit Burn Pit	X Proposed	Existing	Sec. 27 Twp. 2 R. 24 East X West
Settling Pit X Drilling Pit	If Existing, date constructed:		
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit capacity:		2,584 Feet from East / X West Line of Section
(ii vvr Supply Art No. or Year Drilled)	600	(bbis)	Norton County
Is the pit located in a Sensitive Ground Water A	uea? ☐ Yes 🔀	No	Chloride concentration: mg/l
is the bottom below ground level?  X Yes No	Artificial Liner?	No	How is the pit lined if a plastic liner is not used?
Pit dimensions (all but working pits):	)0 Length (fe	et)100	Width (feet) N/A: Steel Pits
Depth fro	om ground level to dea	epest point:	4 (feet) No Pit
			dures for periodic maintenance and determining not be a cluding any special monitoring.
Distance to nearest water well within one-mile of		Depth to shallo Source of infor	west fresh water \$ 9 feet. mation: well owner electric log \$ KDWR
Emergency, Settling and Burn Pits ONLY:	160 feet		over and Haul-Off Pits ONLY:
Producing Formation:			al utilized in drilling/workover:
Number of producing wells on lease:			king pits to be utilized:
Barrels of fluid produced daily:		Abandonment	procedure:let dry, then backfill
Does the slope from the tank battery allow all spilled fluids to flow into the pit? Yes No Drill pits must		Drill pits must b	be closed within 365 days of spud date. RECEIVED
I hereby certify that the above statements are true and correct to the best of my knowledge and belief.  SEP 1 4 201			
9/13/2010 Su			gnature of Applicant of Agent
KCC OFFICE USE ONLY			
Date Received: 9-/4-/O Permit Num	ber:	Permi	Liner Steel Pit RFAC RFAS it Date: 9-14-40 Lease Inspection: Yes 1 No

15-131-25-30-02