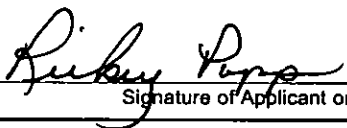


15-185-23420-0000

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION
APPLICATION FOR SURFACE PIT

Form CDP-1
April 2004
Form must be Typed

Submit in Duplicate

Operator Name: T-N-T ENGINEERING, INC.		License Number: 33699
Operator Address: 3711 MAPLEWOOD, SUITE 201 WICHITA FALLS, TX 76308		
Contact Person: RICKEY POPP		Phone Number: (620) 786 - 5514
Lease Name & Well No.: Helmers Unit 1		Pit Location (QQQQ): SW - SW - NW
Type of Pit: <input type="checkbox"/> Emergency Pit <input type="checkbox"/> Burn Pit <input type="checkbox"/> Settling Pit <input type="checkbox"/> Drilling Pit <input type="checkbox"/> Workover Pit <input checked="" type="checkbox"/> Haul-Off Pit <small>(If WP Supply API No. or Year Drilled)</small>	Pit is: <input type="checkbox"/> Proposed <input checked="" type="checkbox"/> Existing If Existing, date constructed: 9-25-06 Pit capacity: 3000 (bbls)	Sec. 12 Twp. 22 R. 12 <input type="checkbox"/> East <input checked="" type="checkbox"/> West 990 Feet from <input checked="" type="checkbox"/> North / <input type="checkbox"/> South Line of Section 330 Feet from <input type="checkbox"/> East / <input checked="" type="checkbox"/> West Line of Section STAFFORD County
Is the pit located in a Sensitive Ground Water Area? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Chloride concentration: _____ mg/l <small>(For Emergency Pits and Settling Pits only)</small>
Is the bottom below ground level? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Artificial Liner? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	How is the pit lined if a plastic liner is not used? NATIVE CLAY
Pit dimensions (all but working pits): 100 Length (feet) 30 Width (feet) N/A: Steel Pits Depth from ground level to deepest point: 4 (feet)		
If the pit is lined give a brief description of the liner material, thickness and installation procedure.		Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring. HAUL FREE FLUIDS, MONITOR FOR DRYNESS, BACKFILL AS SOON AS POSSIBLE
Distance to nearest water well within one-mile of pit 633 feet Depth of water well 70 feet	Depth to shallowest fresh water 20 feet Source of information: <input checked="" type="checkbox"/> measured <input type="checkbox"/> well owner <input checked="" type="checkbox"/> electric log <input type="checkbox"/> KDWR	
Emergency, Settling and Burn Pits ONLY: Producing Formation: _____ Number of producing wells on lease: _____ Barrels of fluid produced daily: _____ Does the slope from the tank battery allow all spilled fluids to flow into the pit? <input type="checkbox"/> Yes <input type="checkbox"/> No	Drilling, Workover and Haul-Off Pits ONLY: Type of material utilized in drilling/workover: CHEMICAL MUD Number of working pits to be utilized: 1 Abandonment procedure: HAUL OFF FREE FLUID, MONITOR FOR DRYNESS, BACKFILL AS SOON AS POSSIBLE Drill pits must be closed within 365 days of spud date.	
I hereby certify that the above statements are true and correct to the best of my knowledge and belief.		
1-29-07 Date	 Signature of Applicant or Agent	

15-185-23420H

KCC OFFICE USE ONLY		REAS+C
Date Received: 2/1/07	Permit Number: 15-185-23420-0000	Permit Date: 2/2/07 Lease Inspection: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

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KANSAS

CORPORATION COMMISSION

KATHLEEN SEBELIUS, GOVERNOR
BRIAN J. MOLINE, CHAIR
ROBERT E. KREHBIEL, COMMISSIONER
MICHAEL C. MOFFET, COMMISSIONER

February 2, 2007

Mr. Rickey Popp
T-N-T Engineering, Inc.
3711 Maplewood Ste 201
Wichita Falls, TX 76308

RE: Haul-Off Pit Application
Helmets Unit Lease Well No. 1
NW/4 Sec. 12-22S-12W
Stafford County, Kansas

Dear Mr. Popp:

District staff has inspected the above referenced location and has determined that the haul-off pit shall be constructed **without slots**, the bottom shall be flat and reasonably level, and free fluids must be removed. The fluids are to be removed from the haul-off pit as soon as the Hutchinson Salt section has been drilled through and displacement of the fluids into the haul-off pit has occurred. The fluids should be removed again as soon as practical after drilling operations have ceased.

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 (620) 225-8888 when the fluids have been removed. Please file form CDP-5 (August 2004), Exploration and Production Waste 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: S Durrant

KANSAS

CORPORATION COMMISSION

KATHLEEN SEBELIUS, GOVERNOR

BRIAN J. MOLINE, CHAIR

ROBERT E. KREHBIEL, COMMISSIONER

MICHAEL C. MOFFET, COMMISSIONER

HAUL-OFF PIT APPLICATION FILING REQUIREMENTS

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 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;
 - (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 be located in an on-site disposal area: Yes No

Haul-off pit is located in an off-site disposal area on acreage owned by the same landowner:
 Yes No If yes, written permission from the land owner must be obtained. Attach written permission to haul-off pit application.

Haul-off pit is located in an off-site disposal area on another producing lease or unit operated by the same operator: Yes No If yes, written permission from the land owner must be obtained. Attach permission and a copy of the lease assignment that covers the acreage where the haul-off pit is to be located, to the haul-off pit application.

Conservation Division, Finney State Office Building, 130 S. Market, Room 2078, Wichita, KS 67202-3802

Voice 316.337.6200 Fax 316.337.6211 www.kcc.state.ks.us

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Lu Ann Brister
 Register of Deeds
 Stafford County, KS
 Books 189 Page: 176
 Receipt #: 3387 Total Fees: \$56.00
 Pages Recorded: 13
 Date Recorded: 12/19/2005 10:10:43 AM

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

This Assignment Bill of Sale and Conveyance (the "Assignment") dated effective as of 7:00 a.m., local time, October 1, 2005, hereinafter referred to as the "Effective Time."

White Eagle Resources Corp., a Colorado corporation, whose address is P.O. Box 270948, Louisville, CO 80027 (hereinafter referred to as "Assignor") for and in consideration of the sum of One Hundred Dollars (\$100.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by Assignor, does hereby assign, transfer, grant and convey the following undivided interests into the Subject Property (defined below) into the following (hereinafter referred to collectively as "Assignee"):

Amadeus Petroleum Inc., a Texas corporation, whose address is 3711 Maplewood, Suite 201, Wichita Falls, TX 76308 as to undivided 85% interest and *DeWayne Travelstead*, whose address is 3711 Maplewood, Suite 201, Wichita Falls, TX 76308 as to an undivided 15% interest.

The Subject Property shall mean:

- Notes: Dewayne Travelstead is the principal owner of T-N-T Engineering. T-N-T is the operator of the property for Amadeus.*
- (a) The properties (including but not limited to the oil, gas and/or mineral leases and other leasehold interests (the "Leases")), described on Exhibit "A" attached hereto and made a part hereof for all purposes;
 - (b) Without limitation of the foregoing, all other right, title, and interest of Assignor, of whatever kind or character, whether legal or equitable, and whether vested or contingent, in and to the oil, gas and all other hydrocarbons, whether liquid or gaseous (the "Hydrocarbons"), in, on or under or that may be produced from the lands covered by the Leases (the "Land") after the Effective Time and all other fee mineral and royalty interests and all other interests in minerals of any kind of whatever nature in, on or under the Leases and Land, together with all of Assignor's right, title, and interest in any overriding royalties, production payments and net profits interests in the Leases;

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- (c) The oil and gas wells located on the Leases and Lands, or lands pooled or unitized therewith which include the oil and gas wells described in Exhibit B attached hereto and made a part hereof for all purposes (the "Wells"), all injection and disposal wells on the Leases or Lands, and all personal property and equipment, including but not limited to compression facilities, gathering systems, tanks, flowlines and wellhead equipment currently in use and associated with the Wells;
- (d) The rights, to the extent applicable and transferable, in and to all existing and effective unitization, pooling and communitization agreements, declarations and orders, to the extent that they relate to or affect any of the interest described in (a) through (c) above or the post-Effective Time production of Hydrocarbons from the Leases and Lands;
- (e) The rights, to the extent applicable and transferable, in and to Hydrocarbon sales, purchase, gathering, transportation and processing contracts, operating agreements, exploration agreements, partnership agreements, farmout and farm-in agreements, seismic data agreements (to the extent transferable), and other contracts, agreements and instruments relating to the interests described in (a) through (d) above (including but not limited to AMI agreements, if any) excluding however, any insurance contracts;
- (f) The personal property, fixtures, improvements, permits, licenses, approvals, servitudes, rights-of-way, easements and other surface rights located on or used in connection with the properties and interests described in (a) through (e) above to the extent that they are located on the Leases or Lands;
- (g) The files, records, data and information in possession of Assignor relating to the items described in (a) through (f) above maintained by Assignor, including without limitation, title records (including title curative documents), surveys, maps and drawings, contracts, correspondence, geological records and information, production records, electric logs, core data, pressure data, decline curves, graphical production curves and all related matters and constructions documents, but excluding the following: (i) all of Assignor's internal appraisals and interpretive data related to the Leases and Lands, (ii) all information and data under contractual restrictions on assignment, (iii) all information subject to a privilege, (iv) Assignor's corporate financial, employee and general tax records that do not relate to the Subject Property, and (v) all accounting files that do not relate to the Subject Property.

TO HAVE AND TO HOLD the Subject Property, subject to all existing encumbrances, together with all and singular the rights and appurtenances thereto and anywise belonging unto Assignee, its successors, assigns and legal representatives, forever.

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EXCEPT AS EXPRESSLY SET FORTH HEREIN, THIS ASSIGNMENT IS EXECUTED WITHOUT ANY WARRANTY OF TITLE, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE EXCEPT THAT ASSIGNOR WARRANTS TITLE, BY, THROUGH AND UNDER ASSIGNOR BUT NOT OTHERWISE. FURTHER, THIS ASSIGNMENT IS MADE WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY OF ANY OF THE EQUIPMENT, RECORDS OR OTHER PERSONAL PROPERTY INCLUDED IN THE SUBJECT PROPERTY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND WITHOUT ANY OTHER EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION WHATSOEVER. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE SHALL HAVE INSPECTED THE LEASE FILES AND THE SUBJECT PROPERTY FOR ALL PURPOSES, INCLUDING WITHOUT LIMITATION FOR THE PURPOSE OF DETECTING THE PRESENCE OF NATURALLY OCCURRING RADIOACTIVE MATERIAL (HEREINAFTER REFERRED TO AS "NORM") AND MAN MADE MATERIAL FIBERS (HEREINAFTER REFERRED TO AS "MMM") AND SATISFIED ITSELF AS TO THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE SUBJECT PROPERTY, BOTH SURFACE AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS RELATED TO THE PRESENCE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES, AND THAT ASSIGNEE IS RELYING SOLELY UPON THE RESULTS OF SUCH INSPECTION OF THE SUBJECT PROPERTY AND SHALL ACCEPT ALL OF THE SAME "AS IS, WHERE IS" IN ITS PRESENT CONDITION AND WITH ALL DEFECTS AND FAULTS, KNOWN, UNKNOWN, APPARENT OR HIDDEN. IN ADDITION, ASSIGNOR SHALL MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, INFORMATION OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE IN CONNECTION WITH THE SUBJECT PROPERTY, OR AS TO THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE SUBJECT PROPERTY OR THE ABILITY OF THE SUBJECT PROPERTY TO PRODUCE HYDROCARBONS. ANY AND ALL SUCH DATA, INFORMATION AND OTHER MATERIALS FURNISHED BY ASSIGNOR IS PROVIDED TO ASSIGNEE AS A CONVENIENCE AND ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT ASSIGNEE'S SOLE RISK.

Notwithstanding any limitation in the foregoing, Assignee shall have full rights of substitution and subrogation of Assignor, its successors and assigns, in and to all warranties and covenants heretofore given by others in respect to the Subject Property or any part thereof. In addition, notwithstanding the above disclaimer of warranty, should Assignor obtain any subsequent or after acquired title or interest in the Leases, Assignor shall promptly assign such to Assignee. Assignor further assures Assignee that Assignor has not created any encumbrances or burdens that affect any of the Leases except for transfers or releases under the terms of the Contracts.

Taxes are to be allocated on the basis of the Effective Time, Assignor will pay those taxes attributable to the equipment and the production from the Leases accruing up to the Effective Time, and Assignee will pay those taxes attributable to the equipment and the production from the Leases accruing thereafter.

All expenses relating to the Subject Property that pertain to periods after the Effective Time, including, but not limited to, operating expenses, lease maintenance expenses, surface damages and restoration costs, royalties, taxes, and the like, will be credited or charged, as applicable, to Assignee. All revenues and expenses that relate to periods prior to the Effective Time to the extent that such have been billed or credited shall belong to or be the responsibility of Assignor to the extent not otherwise assumed by Assignee pursuant to the terms of this Assignment.

Other than the expenses covered in the preceding paragraph, Assignee agrees to protect, indemnify and hold Assignor harmless, free and clear of and from any and all liens, costs, expenses, claims, demands, actions, or causes of action of whatsoever nature, for any matter relating to the Subject Property that arises or is asserted subsequent to the Effective Time of this Assignment.

Assignor agrees to protect, indemnify and hold Assignee harmless, free and clear of and from any and all liens, costs, expenses, claims, demands, actions or causes of action of whatsoever nature, for any matter relating to the Subject Property insofar as such relate to the period of time prior to the Effective Time and have not otherwise been assumed by Assignee.

Assignor and Assignee shall execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such instruments and take such other action as may be necessary or advisable to carry out their obligations under this Assignment. Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Subject Property.

Notwithstanding any other provisions of this Assignment, this Assignment is made subject to that certain Purchase and Sale Agreement between Assignor and Assignee dated October 5, 2005, as amended. Such Purchase and Sale Agreement contains certain representations, warranties and agreements between the parties, some of which may survive the delivery of this Assignment, as more particularly provided in the Purchase and Sale Agreement, but third parties may conclusively rely on this Assignment to vest title to the Subject Property in Assignee.

This Agreement may be executed in counterparts, and shall be binding upon each party executing same, and effective as if all parties had signed the same document.

EXECUTED the date of acknowledgment for each of the undersigned, but effective as of the above stated Effective Time.

ASSIGNOR:

White Eagle Resources Corp.

ATTEST:

Chris Janeczko
Chris Janeczko, Vice President

Michael A. Janeczko
Michael Janeczko, President

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ASSIGNEE:

Amadeus Petroleum Inc.

ATTEST

L. Bentley

Jeff J. Innes
Ch. Secy. Amadeus Petroleum Inc.

DeWayne Travelstead
DeWayne Travelstead

STATE OF TEXAS

COUNTY OF Dallas

On this 28 day of NOVEMBER, 2005, before me appeared Michael Janeczko to me personally known, who, being by me duly sworn, did say that he is the President of *White Eagle Resources Corp.* and that the foregoing instrument was signed on behalf of said company by the authority stated herein and he acknowledged the instrument to be the free act and deed of said company.

WITNESS my hand and official seal this 28 day of NOVEMBER, 2005.

My Commission Expires: 3-18-2006

Jacqueline Barnes
Notary Public



P. 006/010

JAN-29-2007 (MON) 15:49

STATE OF TEXAS)

COUNTY OF Dallas)

On this 28 day of November, 2005, before me appeared Geoffrey F. Towner, to me personally known, who, being by me duly sworn, did say the he is the President of Amadeus Petroleum Inc. and that the foregoing instrument was signed on behalf of said company by the authority stated herein and he acknowledged the instrument to be the free act and deed of said company.

WITNESS my hand and official seal this 28 day of November, 2005.

My Commission Expires: 3-18-2006

Jacqueline Barnes
Notary Public



STATE OF TEXAS)

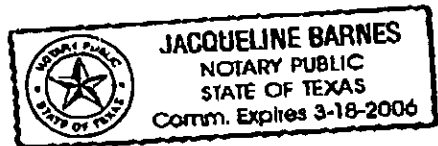
COUNTY OF Dallas)

On this 28 day of November, 2005, before me appeared DeWayne Travelstead, to me personally known, and the foregoing instrument was signed by such person as his free act and deed.

WITNESS my hand and official seal this 28 day of November, 2005.

My Commission Expires: 3-18-2006

Jacqueline Barnes
Notary Public



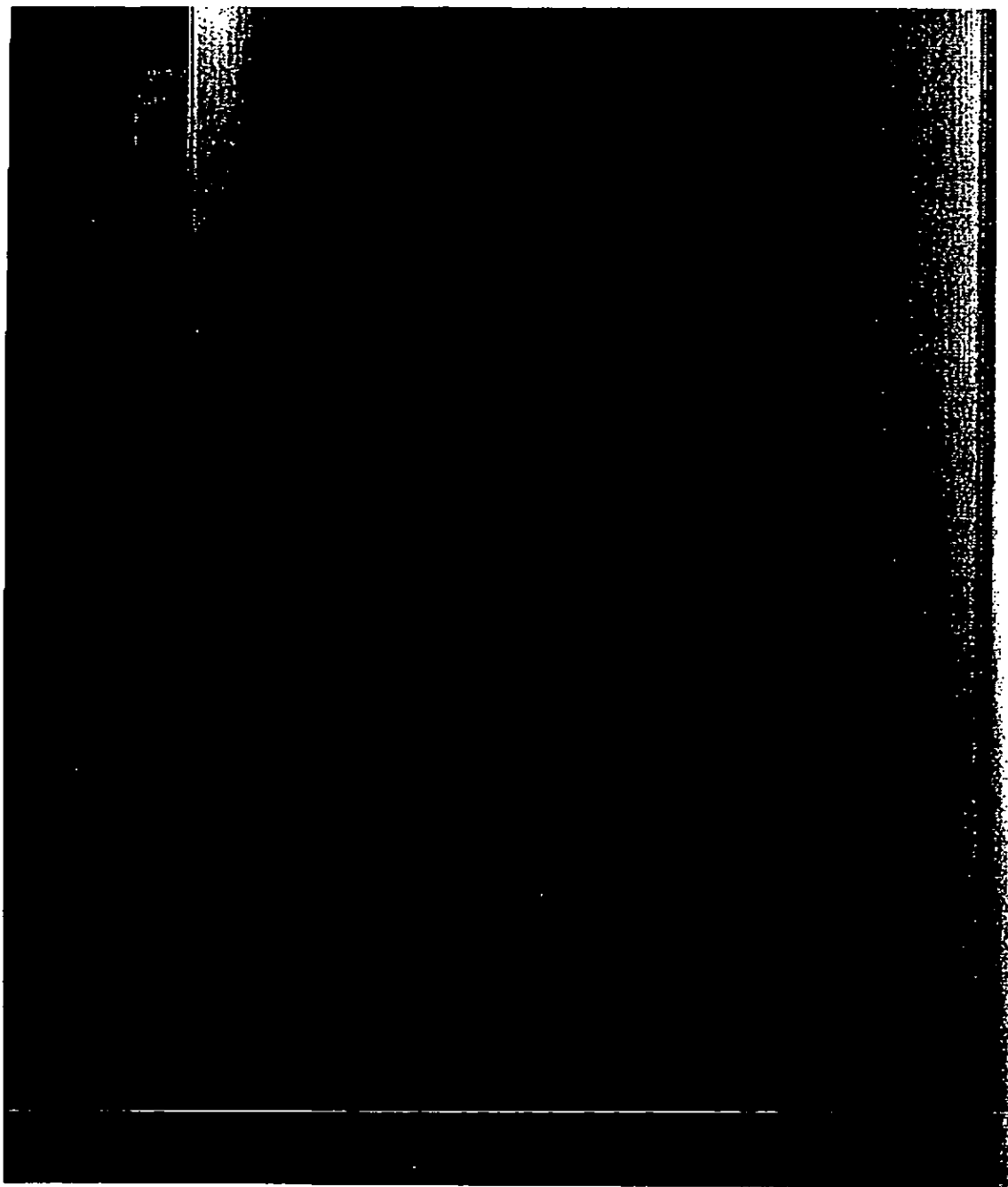
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JAN-29-2007 (MON) 15:50

EXHIBIT "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated effective 7:00 a.m., local time, October 1, 2005, by and between White Eagle Resources Corp., as Assignor, and Amadeus Petroleum Inc. and DeWayne Travelstead, collectively as Assignee.

All of Assignor's right, title and interest in and to the following described Oil and Gas Leases:



P. 008/010

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Book: 189 Page: 186

Lessor: Nina M. Fair, et al
 Lessee: Crawford Oil and Gas Reserves
 Dated: September 13, 1971
 Recorded: Book 80, Page 103
 Description: ✓ E/2NW; SW/4NW/4 Section 4, Township 22 South, Range 11 West

J. Smith

Lessor: Irma I. Smith
 Lessee: C. A. Underwood
 Dated: April 29, 1958
 Recorded: Book 45, Page 501
 Description: ✓ SW/4 Section 10, Township 25 South, Range 15 West

Florence Syms and Tiepermann-Syms Unit

Lessor: Florence Syms, et al
 Lessee: John R. Lebosquet
 Dated: May 29, 1942
 Recorded: Book 17, Page 106
 Description: ✓ N/2NE/4 Section 20, Township 21 South, Range 12 West

Karl Teichman

Lessor: Karl Teichmann, et ux
 Lessee: L. K. Parrish
 Dated: October 6, 1939
 Recorded: Book 12, Page 538
 Description: ✓ SE/4 Section 10, Township 22 South, Range 12 West

Tieperman "B" and Tiepermann-Syms Unit

Lessor: Henry Tiepermann, et ux
 Lessee: Stanolind Oil and Gas Company
 Dated: February 5, 1942
 Recorded: Book 16, Page 390
 Description: ✓ S/2NE/4 Section 20, Township 21 South, Range 12 West

NOTE: Tiepermann-Syms Unit: SW/4NE/4NE/4; NW/4SE/4NE/4 Section 20, Township 21 South, Range 12 West

Wokaty

Lessor: Otto Wokaty, et ux
 Lessee: P. H. Beckerdite

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Book: 189 Page: 187

June 10, 1944

Book 21, Page 9

on: W/2NW/4; W/2SE/4NW/4 (less and except one (1) acre in the northwest
Corner) Section 12, Township 22 South, Range 12 West

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I Lloyd Willinger give permission to TNT Engineering Inc. to haul mud/cuttings
from the Helmers Unit #1 to the Wokaty Lease.

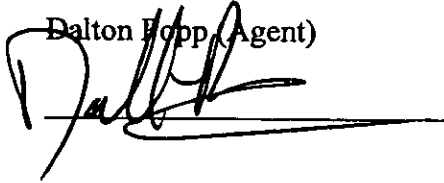
Llyod Willinger



Date

30 Jan 07

Dalton Hopp (Agent)



Date

Jan, 30 - 07

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