



KANSAS CORPORATION COMMISSION 1088886
OIL & GAS CONSERVATION DIVISION

Form GDP-1
May 2010
Form must be Typed

APPLICATION FOR SURFACE PIT

Submit in Duplicate

Operator Name: Woolsey Operating Company, LLC		License Number: 33168	
Operator Address: 125 N MARKET STE 1000		WICHITA KS 67202	
Contact Person: CARL W. DURR		Phone Number: 316-267-4379	
Lease Name & Well No.: KOSTNER GU B 2		Pit Location (QQQQ): SE SE	
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 <i>(If WP Supply API No or Year Drilled)</i>		Pit is: <input checked="" type="checkbox"/> Proposed <input type="checkbox"/> Existing If Existing, date constructed _____ Pit capacity: 4800 (bbls)	
Is the pit located in a Sensitive Ground Water Area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Chloride concentration: _____ mg/l <i>(For Emergency Pits and Settling Pits only)</i>	
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? CLAYS FROM MUD WILL PROVIDE SEALER			
Pit dimensions (all but working pits): 100 Length (feet) 100 Width (feet) <input type="checkbox"/> N/A: Steel Pits Depth from ground level to deepest point: 4 (feet) <input type="checkbox"/> No Pit			
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.	
Distance to nearest water well within one-mile of pit: 2928 feet Depth of water well 90 feet		Depth to shallowest fresh water 9 feet. Source of information: <input type="checkbox"/> measured <input type="checkbox"/> well owner <input type="checkbox"/> electric log <input checked="" 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: FRESH Number of working pits to be utilized: 1 Abandonment procedure: HAUL FREE FLUIDS, ALLOW TO DRY AND BACKFILL TO RESTORE LOCATION Drill pits must be closed within 365 days of spud date.	
<p>Submitted Electronically</p>			

KCC OFFICE USE ONLY			
Date Received: 08/01/2012	Permit Number: 15-095-22262-00-00	Permit Date: 08/01/2012	Lease Inspection: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		<input type="checkbox"/> Liner <input type="checkbox"/> Steel Pit <input checked="" type="checkbox"/> RFAC <input type="checkbox"/> RFAS	

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

Kansas Corporation Commission
Oil & Gas Conservation Division

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 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;
 - (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.

WOOLSEY OPERATING COMPANY, LLC
1966 SE Rodeo Dr. Rd.
P.O. Box 168
Medicine Lodge, KS 67104-1240
Telephone (620) 886-5606

Carl

June 28, 2012

Ms. Mary Kostner Kramer, Trustee
Mr. & Mrs. Galen Moore, Trustees
% Mr. Mark Kostner
9590 SE 50th
Murdock, Kansas 67111

Re: Kostner B-2 Off-Site Pit Location/Authorization
Kingman County, KS
Township 28 South, Range 6 West
Section 26: SE/4SE/4

Dear Addressees,

Pursuant to my meeting with Mr. Mark Kostner held on June 27, 2012 at the referenced tract of land, Woolsey Operating Company, LLC proposes the use of the referenced tract of land as a location for an off-site reserve pit for the Kostner B-2 well that is scheduled to be drilled at a legal location in the SW/4SW/4 of Section 25-T28S-R6W, Kingman County, Kansas.

Because of the high water table at the well location it becomes necessary, pursuant to State of Kansas regulations, to locate the reserve pit for the well at an approved spot that does not encounter the high water table.

With this in mind, please review the below terms and conditions and, should this letter agreement meet with your approval, please sign where indicated and return the original agreement to me at your earliest convenience.

1. The reserve pit for the Woolsey Operating Company, LLC Kostner B-2 well will be located at a mutually agreed upon location within the below tract situated in Kingman County, Kansas, to-wit:

Township 28 South, Range 6 West
Section 26: SE/4SE/4

2. Woolsey Operating Company, LLC agrees to restore the surface to its original condition as nearly as is practicable as soon as the reserve pit is completely dry.

and can be filled in prudently. When digging and preparing the reserve pit, top soil will be stacked apart from other soil and then returned to the surface of the pit area once the pit has been sufficiently dried and prepared for fill in.

3. As consideration for the authority granted to utilize this tract of land for reserve pit use, Woolsey Operating Company, LLC agrees to pay the surface owners the sum total of \$1,500.00 for their proportionate interest in the surface.

Please indicate your acceptance of the above provisions and this letter agreement by signing below where indicated.

Respectfully,

Joel A. Taylor
Landman

AGREED TO AND ACCEPTED this 13th day of July, 2012.

The Kathy J. Moore Revocable Trust U/A dated September 16, 2009

Kathy J. Moore
Kathy J. Moore, Trustee

Galen Moore
Galen Moore, Trustee

The Mary Kostner Kramer Revocable Living Trust dated June 13, 2005

Mary Kostner Kramer
Mary Kostner Kramer, Trustee

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



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

Mark Sievers, Chairman
Thomas E. Wright, Commissioner

Sam Brownback, Governor

August 01, 2012

CARL W. DURR
Woolsey Operating Company, LLC
125 N MARKET STE 1000
WICHITA, KS 67202-1729

Re: Drilling Pit Application
KOSTNER GU B 2
Sec.26-28S-06W
Kingman County, Kansas

Dear CARL W. DURR:

District staff has inspected the above referenced location and has determined that an unsealed condition will present a pollution threat to water resources.

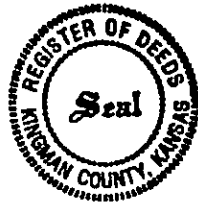
District staff has recommended that the Haul-Off pit be lined with bentonite or native clay, constructed **without slots**, the bottom shall be flat and reasonably level and the free fluids must be removed. The fluids are to be removed from the Haul-Off pit within 1 week after drilling operations have 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 (August 2008), Exploration and Production Waste Transfer, through KOLAR within 30 days of fluid removal.

If you have any questions or concerns please feel free to contact the District Office at (316) 630-4000.

State of Kansas)
) ss.
County of Kingman)



STATE OF KANSAS, Kingman County, ss:
This instrument was filed for record on the
31 day of January, A.D. 2001 at 8:30
o'clock A.M. and duly recorded in
Book 0-10 page 237 Fee \$36.00
By *[Signature]* Recorder of Deeds
Deputy

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment"), dated effective November 1, 2000 (the "Effective Time") at 7:00 a.m. local time at the site of the Assets herein described, is from **GRAVES LEASES L.L.C.**, a Kansas limited liability company, **GRAVES DRILLING CO., INC.**, a Kansas corporation, whose address is 8100 E. 22nd Street North, Wichita, Kansas 67208-0250, **COURTNEY M. GRAVES**, an individual, whose address is 8424A Santa Monica Boulevard, #244, West Hollywood, California 90069, and **KATHRYN A. KRAFT**, also known as **KATHRYN GRAVES KRAFT**, an individual, whose address is 275 Newton Lane, Goreville, Illinois 62939 (hereinafter collectively referred to as "Assignor") to **WOOLSEY PETROLEUM CORPORATION**, a Kansas corporation, whose address is 125 N. Market, Suite 1000, Wichita, Kansas 67202-1775 and **EXCO RESOURCES, INC.**, a Texas corporation, whose address is 6500 Greenville Avenue, Suite 600, Dallas, Texas 75206 (hereinafter collectively referred to as "Assignees", and each individually as an "Assignee").

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants, bargains, conveys to Assignees, in the proportions of an undivided 50% to each Assignee, all of Assignor's right, title and interest, in and to the following (all of which are called the "Assets"):

1. All of Assignor's right, title and interest in and to the oil and gas leases and overriding royalty interests specifically described in Exhibit A (collectively, the "Leases"), the royalties, overriding royalties, net profits interests, production payments and other interests, if any, owned by Assignor burdening the Leases, and any and all right, title and interest in and to the oil, gas and all other hydrocarbons in, on or under the lands covered by the Leases (the "Lands") and other hydrocarbons and products, whether liquid or gaseous, produced in association therewith ("Hydrocarbons") from and after the Effective Time and all other minerals of whatever nature in, on or under the Leases and Lands and lands pooled or unitized therewith;

2. The oil and gas wells located on the Leases and Lands, or lands pooled or unitized therewith, including without limitation, the oil and gas wells specifically described in Exhibit B, whether producing or non-producing and whether fully or properly described or not, (the "Wells"), all injection and disposal wells on the Leases or Lands, and all personal property and equipment associated with the Wells as of the Effective Time.

3. The rights, to the extent transferable, in and to all existing and effective unitization, pooling and communitization agreements, declarations and orders, and the properties covered and the units created thereby to the extent that they relate to or affect any of Assignor's properties and interests described in Paragraphs 1 and 2 or the production of Hydrocarbons, if any, attributable to said properties and interests after the Effective Time.

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SEMICENTRAL
C-Form 2/14
MW 107
LAW
KINGMAN

4. The rights, to the extent transferable, in and to existing and effective oil, gas, liquids, condensate, casinghead gas and natural gas sales, purchase, exchange, gathering, transportation and processing contracts, operating agreements, balancing agreements, joint venture agreements, partnership agreements, farmout agreements and other contracts, agreements and instruments insofar only as they relate to any of Assignor's properties and interests described in Paragraphs 1, 2 and 3, excluding, however, any insurance contracts.

5. All of the personal property, fixtures, improvements, permits, licenses, approvals, servitudes, rights-of-way and easements, including, without limitation the rights of way and easements set forth on Exhibit A, surface leases and other surface rights (including, but not limited to, any wells, tanks, boilers, buildings, injection facilities, saltwater disposal facilities, compression facilities, gathering systems, other appurtenances and facilities) located on or used in connection with or otherwise related to the exploration for or production, gathering, treatment, processing, storing, sale or disposal of Hydrocarbons or water produced from the properties and interests described in Paragraphs 1 through 4 to the extent that they are located on or used in the operation of the Assets as of the Effective Time, and all contract rights (including rights under leases to third parties) related thereto.

6. The files, records, data and information relating to the items described in Paragraphs 1 through 5, maintained by Assignor (the "Records"), including without limitation, accounting files relating to the Assets, lease files, land files, well files, gas, oil and other hydrocarbon sales contract files, gas processing files, division order files, abstracts, title opinions, all electronic files directly related to the Assets, AFE;s, geological and seismic data to the extent such seismic data can be transferred at no cost to Assignor, and all other information of every type related exclusively or primarily to any of the Assets, but excluding the following: (i) all of Assignor's internal appraisals and interpretive data related to the Leases, Lands and Wells, (ii) all information and data under contractual restrictions on assignment, (iii) all information subject to a privilege or confidentiality agreement, (iv) Assignor's corporate, financial, employee and general tax records that do not relate to the Assets, and (v) all accounting files that do not relate exclusively to the Assets.

TO HAVE AND TO HOLD the Assets unto Assignees and their successors and assigns forever, and Assignor agrees to warrant and forever defend title to the Assets unto Assignees, their successors and assigns, against the claims of persons claiming by, through or under Assignor, but not otherwise.

This Assignment is made and accepted expressly subject to the following terms and conditions:

A. THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THE SPECIAL WARRANTY OF TITLE SET FORTH ABOVE. ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY WARRANTY AS TO THE CONDITION OF ANY PERSONAL PROPERTY, EQUIPMENT, FIXTURES AND ITEMS OF MOVABLE PROPERTY COMPRISING ANY PART OF THE ASSETS, INCLUDING (i) MERCHANTABILITY OR CONDITION, (ii) FITNESS FOR A PARTICULAR PURPOSE, (iii) CONFORMITY

TO MODELS OR SAMPLES OF MATERIALS, (iv) ANY RIGHTS OF ASSIGNEES UNDER APPLICABLE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, AND (v) ANY CLAIM BY ASSIGNEES FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING EXPRESSLY UNDERSTOOD BY ASSIGNEES THAT SAID PERSONAL PROPERTY, FIXTURES, EQUIPMENT, AND ITEMS ARE BEING CONVEYED TO ASSIGNEES "AS IS," "WHERE IS," WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

B. To the extent permitted by law, Assignees shall be subrogated to Assignor's rights in and to representations, warranties and covenants given by others with respect to the Assets. Assignor hereby grants and transfers to Assignees, their successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce such covenants, representations and warranties, if any, which Assignor is entitled to enforce with respect to the Assets, but only to the extent not enforced by Assignor.

C. The parties hereto, except for Courtney M. Graves and Kathryn A. Kraft, as individuals and not as corporate officers, each assume and agree to pay, perform, fulfill and discharge all claims, costs, expenses, liabilities and obligations accruing or relating to the owning, developing, exploring, operating or maintaining of the Assets or the producing, transporting and marketing of Hydrocarbons from the Assets, including, without limitation, environmental obligations and liabilities, the obligation to plug and abandon all Wells and reclaim all Well sites, and all obligations arising under all agreements covering or relating to the Assets, subject to the rights and obligations of the parties, including without limitation, indemnity obligations of Assignor and Assignees, as more fully set forth in that certain Purchase and Sale Agreement dated October 31, 2000 between Graves Leases L.L.C., Graves Drilling Co., Inc. and Woolsey Petroleum Corporation (the "Purchase Agreement") and other documents executed in connection therewith. As to any interest transferred by Courtney M. Graves and Kathryn A. Kraft, as individuals and not as corporate officers, Assignors Graves Leases L.L.C. and Graves Drilling Company, Inc. agree to pay, perform, fulfill and discharge all claims, costs, expenses, liabilities and obligations accruing or relating to the Assets as to any interests and ownership pertaining to these individual Assignors.

D. The references herein to liens, encumbrances, burdens, defects and other matters shall not be deemed to ratify or create any rights in third parties or merge with, modify or limit the rights of Assignor or Assignees, as between themselves, as set forth in the Purchase Agreement or other documents executed in connection therewith.

E. Unless provided otherwise, all recording references in the Exhibits hereto are to the official real property records of the county or parish in which the Assets are located.

F. Separate governmental form assignments of the Assets may be executed on officially approved forms by Assignor to Assignees, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all of the exceptions, warranties, rights, titles, power and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate

assignments are the same, and not in addition to, the interest in the Assets conveyed herein.

G. This Assignment binds and inures to the benefit of Assignor and Assignees and their respective successors and assigns.

H. This Assignment is further subject to the terms and provisions of that certain Letter Agreement dated November 20, 2000 between Assignees, which includes among other provisions, a right of Woolsey Petroleum Corporation to earn an additional undivided interest from EXCO Resources, Inc. in and to the Assets conveyed hereunder upon payout of amounts as further detailed in said Letter Agreement. If payout is reached, assignments of this additional interest into Woolsey Petroleum Corporation will be placed of record in the respective Clerk and Recorder Offices.

I. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute but one instrument.

EXECUTED on the dates contained in the acknowledgment of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR

GRAVES LEASES L.L.C.

Courtney M Graves
Courtney M. Graves, Manager

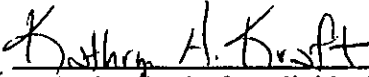
GRAVES DRILLING CO., INC.

Courtney M Graves
Courtney M. Graves, President

COURTNEY M. GRAVES

Courtney M Graves
Courtney M. Graves, Individually

KATHRYN A. KRAFT, a/k/a KATHRYN
GRAVES KRAFT


KGK 
Katherine A. Kraft, Individually
Kathryn

ASSIGNEE

WOOLSEY PETROLEUM CORPORATION


I. Wayne Woolsey, President

EXCO RESOURCES, INC.


Richard Miller, Vice President


ATTEST:

Christine Hinton, Assistant Secretary

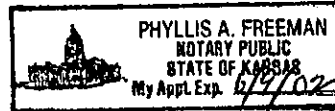
Acknowledgments

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this 10th day of January, 2001, by Courtney M. Graves, as Manager of GRAVES LEASES L.L.C., a Kansas limited liability company, on behalf of the company.

Witness my hand and official seal.

My commission expires: 6/9/2002



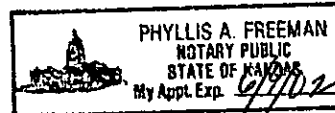
Phyllis A. Freeman
Phyllis A. Freeman, Notary Public

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this 10th day of January, 2001, by Courtney M. Graves, as President of GRAVES DRILLING CO., INC., a Kansas corporation, on behalf of said company.

Witness my hand and official seal.

My commission expires: 6/9/2002



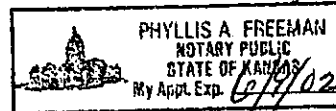
Phyllis A. Freeman
Phyllis A. Freeman, Notary Public

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this 10th day of January, 2001, by Courtney M. Graves.

Witness my hand and official seal.

My commission expires: 6/9/2002



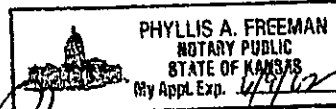
Phyllis A. Freeman
Phyllis A. Freeman, Notary Public

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this 10th day of January, 2001,
by Kathryn A. Kraft.

Witness my hand and official seal.

My commission expires: 6/9/2002



Phyllis A. Freeman
Phyllis A. Freeman, Notary Public

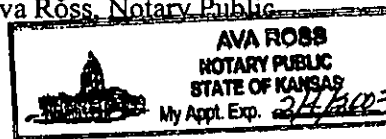
STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this 10th day of January, 2001,
by I. Wayne Woolsey, as President of WOOLSEY PETROLEUM CORPORATION, a Kansas
corporation, on behalf of said company.

Witness my hand and official seal.

My commission expires: 2/4/2003

Ava Ross
Ava Ross, Notary Public



STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this 10th day of January, 2001,
by Richard Miller, as Vice President, and by Christine Hinton, as Assistant Secretary of EXCO
RESOURCES, INC., a Texas corporation, on behalf of said company.

Witness my hand and official seal.

My commission expires: 2/4/2003

Ava Ross
Ava Ross, Notary Public



EXHIBIT "A"

Attached to and made a part of that certain Assignment of Oil and Gas Lease effective November 1, 2000 by and between Graves Leases L.L.C., Assignor and Woolsey Petroleum Corporation and EXCO Resources, Inc., Assignee.

COUNTY: KINGMAN STATE: KANSAS

WELL: BERTHOLF - CLOUSE UNIT
LESSOR: Lee Bertholf, et ux
LESSEE: Claude Houchin
DATED: April 22, 1969
RECORDED: Book 127, Page 76
DESCRIPTION: Section 24, T-28S, R6W
E/2 NW/4 & W/2 NE/4, containing 160 acres, more or less.

LESSOR: Mildred Clouse et vir
LESSEE: Claude Houchin
DATED: April 18, 1969
RECORDED: Book 127, Page 75
DESCRIPTION: Section 24, T-28S, R6W E/2 NE/4, containing 80 acres, more or less.

UNITIZATION DTD: March 12, 1971
RECORDED: Book Misc. 132, Page 5
DESCRIPTION: E/2 NE/4, W/2 NE/4 and E/2 NW/4 Sec. 24-28S-6W, containing 240 acres, more or less.

WELL: BROWN "B"
LESSOR: Gilbert Brown, et ux
LESSEE: William F. Kirk
DATED: March 25, 1950
RECORDED: Book 61, Page 481
DESCRIPTION: T-28-S, R-5-W
Section 11: W/2 NE/4, less 1.5 acres in NW/C, containing 78.5 acres more or less.

LESSOR: E. J. Goldsborough

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LESSEE: Bennett & Roberts Drilling Co.
DATED: November 10, 1953
RECORDED: Book M 67, Page 203
DESCRIPTION: T-28-S, R-5-W
Section 11: 1.5 acs. out of NW/c of W/2 NE/4

WELL: **BUTLER**
LESSOR: Leslie A. Butler et al
LESSEE: William F. Kirk
DATED: March 14, 1950
RECORDED: Book 61, Page 419
DESCRIPTION: T-28-S, R-5-W
Section 2: E/2 SE/4, containing 80 acres, more or less.

WELL: **CHAMBERS UNIT**
LESSOR: Grace Killingsworth et al
LESSEE: Robert J. Gutru
DATED: June 24, 1974
RECORDED: Book 146, Page 304
DESCRIPTION: T-29-S, R-6-W
Section 1: NW/4, containing 160 acres, more or less.

LESSOR: Grace Killingsworth et al
LESSEE: Robert J. Gutru
DATED: June 24, 1974
RECORDED: Book 146, Page 305
DESCRIPTION: T-29-S, R-6-W
Section 2: NE/4, containing 160 acres, more or less.

UNITIZATION
DATED: May 20, 1977
RECORDED: Book Misc. 154, Page 14
DESCRIPTION: Section 1: NW/4 & Section 2: NE/4 lying in T-29-S, R-6-W

WELL: **CLOUSE-KOSTNER UNIT**
LESSOR: Mabel Kostner et al

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LESSEE: J. Fred Hambright
DATED: December 4, 1967
RECORDED: Book M 125, Page 140
DESCRIPTION: Section 24, T-28S, R6W
E/2 SW/4 & W/2 SE/4, containing 160 acres, more or less.

LESSOR: Mildred Clouse et vir
LESSEE: Claude Houchin
DATED: April 18, 1969
RECORDED: Book M 127, Page 75
DESCRIPTION: Section 24, T-28S, R6W
E/2 SE/4
Section 19, T-28S, R5W
W/2 SW/4, containing 160 acres, more or less

UNITIZATION DTD: October 7, 1970
RECORDED: Book Misc. 131, Page 7
DESCRIPTION: W/2 SE/4, E/2 SW/4, and E/2 SE/4 Sec. 24-28S-6W, and
W/2 SW/4 Sec. 19-28S-5W, containing 320 acres, more or less.

WELL: **HEDRICK**
LESSOR: Eugene L. Hedrick
LESSEE: J. Fred Hambright
DATED: April 9, 1968
RECORDED: Book 125, Page 139
DESCRIPTION: Section 25, T-28S, R6W
S/2 NW/4

LESSOR: Frances H. Sykes
LESSEE: Elmer M. Oak
DATED: March 2, 1960
RECORDED: Book 89, Page 255
DESCRIPTION: Section 25, T-28S, R6W N/2 NW/4

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WELL: KOSTNER UNIT
LESSOR: J. Adrian Kostner et al
LESSEE: John C. Graves
DATED: June 10, 1974
RECORDED: Book M 145, Page 219
DESCRIPTION: T-28-S, R-6-W
Section 36: South 2/3 of the E/2 of the SW/4
and the South 2/3 of the SE/4, containing 156 acres, more or less.

LESSOR: J. Adrian Kostner et al
LESSEE: John C. Graves
DATED: June 10, 1974
RECORDED: Book M 146, Page 309
DESCRIPTION: T-28-S, R-6-W
Section 36: W/2 SW/4, containing 80 acres, more or less.

UNITIZATION DTD: December 19, 1974
RECORDED: Book Misc. 149, Page 77
DESCRIPTION: T-28-S, R-6-W
Section 36: South 2/3 of the E/2 of the SW/4
and the South 2/3 of the SE/4
Section 36: W/2 SW/4, containing 236 acres, more or less.

WELL: KOSTNER "B" UNIT
LESSOR: Helen Kostner, Individually and as Trustee ULWT Earl Kostner, Deceased
LESSEE: Pauline J. Oak
DATED: August 1, 1963
RECORDED: Misc. Book 104, Page 17
DESCRIPTION: Section 25, T-28S, R6W
W/2 SW/4, containing 80 acres, more or less.

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LESSOR: Kasper J. Kostner et ux
LESSEE: J. Fred Hambright
DATED: December 4, 1967
RECORDED: Misc. Book 125, Page 143
DESCRIPTION: Section 26, T-28S, R6W
E/2 SE/4, containing 80 acres, more or less.

LESSOR: Victor L. Kostner, et ux
LESSEE: J. Fred Hambright
DATED: December 4, 1967
RECORDED: Misc. Book 125, Page 144
DESCRIPTION: Section 36, T-28S, R6W
SW/4 NW/4, containing 40 acres, more or less.

LESSOR: Virgil Fredrick Kostner et ux
LESSEE: L.E. Phillips, Jr.
DATED: April 27, 1969
RECORDED: Misc. Book 127, Page 88
DESCRIPTION: Section 36, T-28S, R6W
NW/4 NW/4, containing 40 acres, more or less.
Section 35, T-28S, R6W
E/2 NE/4, containing 80 acres, more or less.

UNITIZATION DTD: June 18, 1970
RECORDED: Book Misc 130 Page 168
DESCRIPTION: T-28-S, R-6-W
Sec. 26: E/2 SE/4; Sec. 25: W/2 SW/4; Sec. 35: E/2 NE/4;
Sec. 36: W/2 NW/4, containing 320 acres, more or less.

WELL: V. Kostner
LESSOR: Victor L. Kostner, et ux
LESSEE: J. Fred Hambright
DATED: December 4, 1967

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RECORDED: Book 125, Page 144
DESCRIPTION: Section 36, T-28S, R6W
E/2 NW/4, containing 80 acres, more or less.

WELL: **LINDHOLM**
LESSOR: Nora B. Lindholm
LESSEE: Dunne-Gardner Petroleum, Inc.
DATED: December 15, 1980
RECORDED: Book 163, Page 147
DESCRIPTION: Section 14, T-28-S, R-5-W
East Half of the Southwest Quarter (E/2 SW/4)

WELL: **Padgett**
LESSOR: Joe D. Padgett and Isabel Padgett, his wife
LESSEE: J. Carson Rockhill
DATED: July 22, 1991
RECORDED: Book 197, Page 20
DESCRIPTION: Sec. 9-28S-5W
West Half of the Northeast Quarter (W/2 NE/4), containing 80 acres, more or less.

WELL: **RITCHIE #1 SWD**
LESSOR: Erma P. Ritchey
DATED: August 28, 1953 "Agreement"
RECORDED: Book 66, Page 321
DESCRIPTION: SECTION 2 - T 28 S - R 5 W
The West Half of the Southeast Quarter (W/2 SE/4)

WELL: **VINEY**
LESSOR: George C. Viney and Margaret M. Viney, his wife, et al
LESSEE: Graves Drilling Co., Inc.
DATED: January 2, 1976
RECORDED: BK M150 PG 343
DESCRIPTION: Sec. 17-28S-5W
Northeast Quarter of the Southwest Quarter (NE/4 SW/4), containing 40 acres, more or less.

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LESSOR: George C. Viney and Margaret M. Viney, his wife, et al
LESSEE: Graves Drilling Co., Inc.
DATED: January 2, 1976
RECORDED: CORRECTED Book Ms 151, Page 382
DESCRIPTION: Sec. 17-28S-5W
Northeast Quarter of the Southwest Quarter (NE/4 SW/4), containing 40 acres, more or less.

WELL: YOUNG
LESSOR: Quinten D. Young and Doris B. Young, his wife
LESSEE: Graves Drilling Co., Inc.
DATED: June 17, 1991
RECORDED: Book Ms 196, Page 120
DESCRIPTION: Sec. 9-28S-5W
Southeast Quarter of the Northeast Quarter (SE/4 NE/4) and the South Half of the
Northeast Quarter of the Northeast Quarter (S/2 NE/4 NE/4), containing 60 acres, more or less.

LEASE: JOSEPH "A"
LESSOR: Lena Joseph
LESSEE: T. L. Northcott
DATED: March 27, 1950
RECORDED: Book Ms 61, Page 501
DESCRIPTION: Section 2, T-28-S, R-5-W
Southeast Quarter of the Southeast Quarter of the
Southwest Quarter (SE/4 SE/4 SW/4), containing 10 acres, more or less.

LEASE: PALMER "B"
LESSOR: Ernest Palmer, et ux
LESSEE: W. B. Guyer
DATED: February 11, 1944
RECORDED: Book Ms 53, Page 94

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DESCRIPTION: Section 16, T-28-S, R-5-W
Northwest Quarter (NW/4), containing 160 acres, more or less.

LEASE: ROBERTSON "A"
LESSOR: Valentine Robertson, et vir
LESSEE: Robert A. Kirk
DATED: September 2, 1950
RECORDED: Book Ms 62, Page 245
DESCRIPTION: Section 33, T-29-S, R-6-W
East Half of the Northeast Quarter (E/2 NE/4), containing 80 acres, more or less.

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**EXHIBIT B
WELL LIST
KINGMAN COUNTY, KANSAS**

Lease Name	#of Wells	API#	Spot Location	S	T	R	County	Operator
BERTHOLF-CLOUSE	1	15-095-20244	N2 SW NE	24	28S	6W	KINGMAN	GRAVES
BROWN	2	N/A	#1 - W2 NW NE	11	28S	5W	KINGMAN	GRAVES
BROWN		N/A	#2 - C E2 NW NE	11	28S	5W	KINGMAN	GRAVES
BUTLER	1	N/A	S2 SE SE	2	28S	5W	KINGMAN	GRAVES
CHAMBERS	1	15-095-20577	NW NW NW	1	29S	6W	KINGMAN	GRAVES
CLOUSE-KOSTNER	1	15-095-20223	S2 NW SE	24	28S	6W	KINGMAN	GRAVES
HEDRICK	2	15-095-20172	#2 - C NE NW	25	28	6W	KINGMAN	GRAVES
HEDRICK		D-15,370	#3swd - C SW NW	25	28S	6W	KINGMAN	GRAVES
KOSTNER	4	15-095-20364	#1 - C SE SW	36	28S	6W	KINGMAN	GRAVES
KOSTNER		15-095-20420	#2 - SE NW SW	36	28S	6W	KINGMAN	GRAVES
KOSTNER		15-095-20545	#3 - S2 SW SW	36	28S	6W	KINGMAN	GRAVES
KOSTNER		15-095-20576	#4 - C S2 SE	36	28S	6W	KINGMAN	GRAVES
KOSTNER B	1	15-095-20201	C NW SW	25	28S	6W	KINGMAN	GRAVES
LINDHOLM	1	15-095-21133	NE NE SW	14	28S	5W	KINGMAN	GRAVES
RITCHIE SWD	1	D 03,656	SW SW SE	2	28S	5W	KINGMAN	GRAVES
V. KOSTNER	1	15-095-20437	C SE NW	36	28S	6W	KINGMAN	GRAVES
VINEY	1	15-095-20476	NE NE SW	17	28S	5W	KINGMAN	GRAVES
(NON-OPERATED)								
JOSEPH A	1	N/A	SE SE SW	2	28S	5W	KINGMAN	MCCOY PETROLEUM
PADGETT	1	15-095-21666	E2 W2 NE	9	28S	5W	KINGMAN	LARIO OIL & GAS
PALMER 'B'	2	N/A	#1 - NW NW NW	16	28S	5W	KINGMAN	MCCOY PETROLEUM
PALMER 'B'		N/A	#2 - SE NW NW	16	28S	5W	KINGMAN	MCCOY PETROLEUM
ROBERTSON 'A'	2	N/A	#A1 - C SE NE	33	29S	6W	KINGMAN	MCCOY PETROLEUM
ROBERTSON 'A'		N/A	#A2 - C NE NE	33	29S	6W	KINGMAN	MCCOY PETROLEUM
YOUNG	1	15-095-21656	SW NE NE	9	28S	5W	KINGMAN	LARIO OIL & GAS

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