

For KCC Use:

Effective Date:

1-19-03

District #

SGA?  Yes  No

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

RECEIVED

JAN 10 2003

Form C-1

September, 1999

Form must be Typed

Form must be Signed

All blanks must be filled

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

AP 130' N & 180' E KCC WICHITA

Expected Spud Date 1 15 2003 month day year

OPERATOR: License# 5050 Name: Hummon Corporation Address: 950 N. Tyler City/State/Zip: Wichita/Kansas/67212 Contact Person: Wendy Wilson Phone: 316-773-2300

CONTRACTOR: License# 5929 Name: Duke Drilling #00, INC

Spot SE SE SE Sec 32 Twp. 33S Rng 15 460' fsl feet from S N (circle one) Line of Section 150' fsl feet from E W (circle one) Line of Section Is SECTION XX Regular Irregular?

County: Barber Lease Name: Platt/Z Bar Well # 1 Field Name: Wildcat

Is this a Prorated / Spaced Field? Yes No Target Formation(s): Mississippian Nearest Lease or unit boundary: 1360

Ground Surface Elevation: 1708' feet MSL Water well within one-quarter mile: Yes No Public water supply well within one mile: Yes No Depth to bottom of fresh water: 140 Depth to bottom of usable water: 180 Surface Pipe by Alternate: X 1 2 Length of Surface Pipe Planned to be set: 250 Length of Conductor Pipe required: 0 NONE Projected Total Depth: 4950 Formation at Total Depth: Mississippian

Water Source for Drilling Operations: Well XX Farm Pond Other Haul Water

DWR Permit #: (Note: Apply for Permit with DWR ) Will Cores be taken? Yes No If Yes, proposed zone:

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

If OWWO: old well information as follows:

Operator: Well Name: Original Completion Date: Original Total Depth: Directional, Deviated or Horizontal wellbore? Yes No If Yes, true vertical depth: Bottom Hole Location: KCC DKT #:

\* 160 ACRE UNIT E/2SE 32 & W/2SW 33-35-15W

AFFIDAVIT

The undersigned hereby affirms that the drilling, completion and eventual plugging of this well will comply with K.S.A. 55-101, et. seq.

It is agreed that the following minimum requirements will be met:

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

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

Date: 1/8/03

Signature of Operator or Agent

[Handwritten Signature]

Title: Prod. Asst.

Agent

For KCC Use ONLY

API # 15-007-22730-00-00

Conductor pipe required NONE feet

Minimum surface pipe required 200 feet per Alt. 1

Approved by: RJP 1-14-03

This authorization expires: 7-14-03 (This authorization void if drilling not started within 6 months of effective date.)

Spud date: Agent:

Remember to:

- File Drill Pit Application (form CDP-1) with Intent to Drill; - File Completion Form ACO-1 within 120 days of spud date; - File acreage attribution plat according to field proration orders; - Notify appropriate district office 48 hours prior to workover or re-entry; - Submit plugging report (CP-4) after plugging is completed; - Obtain written approval before disposing or injecting salt water.

32 33 15E

**IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW**

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

If the intended well is a prorated or spaced field, please fully complete this side of the form. If the intended well is in a prorated or spaced field complete the plat below showing that the well will be properly located in relationship to other wells producing from the common source of supply. Please show all the wells and within 1/4 mile of the boundaries of the proposed acreage attribution unit for gas wells and within 1/2-mile of the boundaries of the proposed acreage attribution unit for oil wells.

API No. 15- \_\_\_\_\_  
 Operator Hummon Corporation  
 Lease Platt/Z Bar  
 Well Number: 1  
 Field: Wildcat  
 Number of Acres attributable to well: \_\_\_\_\_  
 QTR / QTR / QTR of acreage: 0 SE 1/4

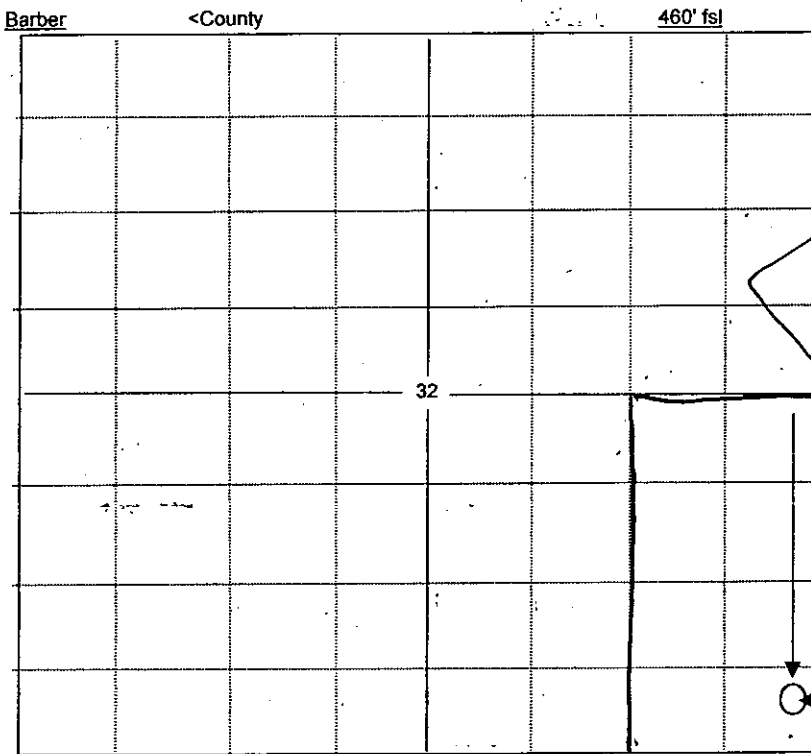
Location of Well: County: Barber  
460' fsl feet from  S / N (circle one) Line of Section  
150' fel feet from  W (circle one) Line of Section  
 Sec. 32 Twp. 33S Rng 15W  East  West

Is Section  Regular or  Irregular

If Section is Irregular, locate well from nearest corner boundary.  
 Section corner used:  NE  NW  SE  SW

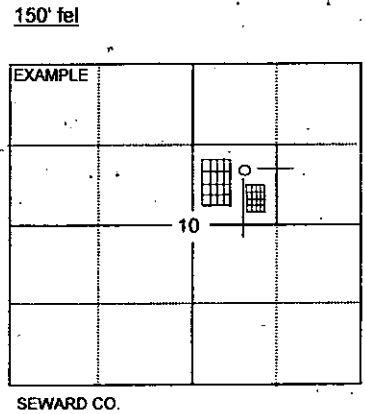
**PLAT**

(Show location of the well and shade attributable acreage for prorated or spaced wells.)  
 (Show footage to the nearest lease or unit boundary line.)



RECEIVED  
 JAN 10 2003  
 KCO WICHITA

Handwritten note in a box:  
 E 1/2 SE of  
 32-33-15W  
 &  
 W 2 SW of  
 33-33-15W



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

**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 section's south / north and east / west.
3. The distance to the nearest lease or unit boundary line.
4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (CO-7 for oil wells; CG-8 for gas wells).

POOLING, UNITIZATION, AND CONSOLIDATION AGREEMENT

AGREEMENT, made and entered into this 20<sup>th</sup> day of December, 2002 by and between F. Mike Platt and Elizabeth Platt, his wife, and Bank of America, N.A., Trustee of the following-described Trusts:

Trust created under Trust Indenture Dated December 30, 1935 with George H. Davis, Sattlor (as to an undivided 3.335 percent interest);

Trust created by Article IV of the Last Will and Testament of Minerva Gundelfinger dated June 29, 1948 (as to an undivided 9.902 percent interest);

Trust created by Item II of the Ninth Codicil to the Last Will and Testament of George H. Davis dated April 11, 1955 (as to an undivided 4.050 percent interest);

Trust created by Article VIII of the Last Will and Testament of George H. Davis dated July 21, 1944, as amended (as to an undivided 57.502 percent interest); and

Trust created by Article V of the Last Will and Testament of Elizabeth Otterman Davis dated June 11, 1959, as amended (as to an undivided 22.411 percent interest)

the foregoing being collectively referred to herein as "Lessors", and Hummon Corporation, hereinafter referred to as "Lessee".

WITNESSETH, That:

WHEREAS, Lessee is operator and agent for the owners of the following-described Oil and Gas Leases:

1. Oil and Gas Lease dated July 8, 1999 from F. Mike Platt and Elizabeth Platt, his wife, et al., as lessor, to Byron E. Hummon, Jr., as lessee, covering the East Half of the Southeast Quarter (E/2 SE/4) of Section 32, Township 33 South, Range 15 West, Barber County, Kansas, and other lands, recorded in the office of the Register of Deeds, Barber County, Kansas in Book 282 at Page 195;
2. Oil and Gas Lease dated January 20, 1999 from NationsBank, N.A. (formerly Seaman's Trust Company), Trustee, as lessor, to J. Fred Hambricht, Inc., as lessee, covering the West Half of the Southwest Quarter (W/2 SW/4) of Section 33, Township 33 South, Range 15 West, Barber County, Kansas, and other lands, recorded in the office of the Register of Deeds, Barber County, Kansas in Book 280 at Page 475.

WHEREAS, each of the above-described Oil and Gas Leases is presently effective with respect to the acreage covered thereby;

WHEREAS, in the judgment of Lessee it is necessary and advisable to pool, unitize, and consolidate the oil and gas rights associated with the Oil and Gas Leases above-described in order to properly develop and

operate the same and promote the conservation of oil, gas and other minerals in and under, and that may be produced from, the lands herein described, upon the terms and conditions hereinafter provided;

WHEREAS, Lessors, being the present owners of the mineral rights and royalty interests in and to the above-described Oil and Gas Leases and lands covered thereby, have consented to the pooling, unitization, and consolidation of their interests as hereinafter set forth; and

WHEREAS, the parties hereto desire to record their agreement pertaining to the pooling, unitization, and consolidation of said Oil and Gas Leases to form a 160 acre operating unit for the drilling of wells and production of crude oil and/or natural gas as hereinafter provided.

NOW, THEREFORE, IN CONSIDERATION OF the premises, and in further consideration of the mutual promises, covenants, and conditions hereinafter set forth, Lessors and Lessee do hereby authorize and agree to the formation of a 160 acre operating unit for the drilling of wells and production of crude oil and/or natural gas consisting of the following-described lands:

The East Half of the Southeast Quarter (E/2 SE/4) of Section 32, and the West Half of the Southwest Quarter (W/2 SW/4) of Section 33, in Township 33 South, Range 15 West, Barber County, Kansas

to the same extent as if said oil and gas leasehold estates had originally been included in one oil and gas lease, which pooled, unitized, and consolidated area is hereby designated the Platt/Z-Bar Unit.

IT IS HEREBY AGREED, that the entire acreage so pooled, unitized, and consolidated shall be treated for all purposes, except the payment of royalties on production from said unit, as if it were included in each of the above-described Oil and Gas Leases, and that if oil or gas production is found on the operating unit herein described, it shall be treated as if production is had from each of said leases, regardless of where the well or wells may be located upon the operating unit. In lieu of royalty, Lessors shall receive on oil or gas produced from the operating unit only such portion of the royalty stipulated in each of the above-described Oil and Gas Leases as the amount of their net royalty interest therein on an acreage basis bears to the total acreage so pooled and consolidated in the operating unit. Oil and/or gas shall be produced from a well to be drilled upon said unit at a location 150 feet West of the East line and 460 feet North of the South line of the Southeast Quarter (150 ft. WEL & 460 ft. NSL, SE/4) of Section 32, Township 33 South, Range 15 West, Barber County, Kansas, to be known as the Platt/Z-Bar No. 1 well. Lessee shall be under no obligation to drill more than one well on said unit.

IT IS FURTHER HEREBY AGREED, and it is the express intention of the parties hereto, that this Agreement shall amend, supplement, and supersede any conflicting provisions of the above-described Oil and Gas

Leases and, except to the extent so supplemented and modified, said leases shall remain in full force and effect as written, executed, delivered, extended, and recorded.

THIS AGREEMENT, and the terms and conditions hereof, shall extend to and be binding upon Lessors and Lessee, and their respective heirs, successors, representatives, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written, but to be effective and recorded only in the event of production of crude oil and/or natural gas from the well and unit described herein.

LESSEE

HUMMON CORPORATION

Byron E. Hummon, Jr.  
Byron E. Hummon, Jr., President

STATE OF KANSAS )  
 ) ss.  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me this 20th day of December, 2002 by Byron E. Hummon, Jr., President of Hummon Corporation, a corporation of the State of Kansas, for the uses and purposes therein set forth.

My commission expires:  
June 17, 2006

Karen J. Benbrook  
Karen J. Benbrook, Notary Public



LESSORS

F. Mike Platt  
F. Mike Platt

Elizabeth Platt  
Elizabeth Platt

STATE OF KANSAS )  
 ) ss.  
COUNTY OF BARBER )

The foregoing instrument was acknowledged before me this 3 day of January, 2003 by F. Mike Platt and Elizabeth Platt, husband and wife, for the uses and purposes therein set forth.

My commission expires:

Debby Boyce  
Notary Public

