

EFFECTIVE DATE: 6-7-98

State of Kansas

FORM MUST BE TYPED

DISTRICT # 1

NOTICE OF INTENTION TO DRILL

FORM MUST BE SIGNED

SGA? Yes X No

Must be approved by the K.C.C. five (5) days prior to commencing well.

ALL BLANKS MUST BE FILLED

Spot APPROX. NW NW SE East
SW SW NE Sec .4 .. Twp .33.. S, Rg .16.. X West

Expected Spud DateJune 15, 1998.....
month day year

OPERATOR: License #4548.....
Name:ONEOK Resources Company.....
Address:P.O. Box 871.....
City/State/Zip: .Tulsa, OK 74102-0871.....
Contact Person: .Daryl Duvall.....
Phone:(918) 588-7711.....

*.2555..... feet from South / XXXXX line of Section
*.2415 feet from East / xxxxx line of Section
IS SECTION X REGULAR _____ IRREGULAR?
(NOTE: Locate well on the Section Plat on Reverse Side)
County: .Comanche.....
* Lease Name: .HERRINGTON..... Well #: ..1-4.....
Field Name: .SHIMER.....
Is this a Prorated/Spaced Field? yes ..X.. no

CONTRACTOR: License #:5929.....
Name:UNKNOWN Duke Drilling.....

Target Formation(s): ...Mississippi.....
* Nearest lease or unit boundary: .225 feet... WAS: 330
* Ground Surface Elevation:1796..... feet MSL
Water well within one-quarter mile: WAS: 2070 EST yes ..X.. no
Public water supply well within one mile: yes no
Depth to bottom of fresh water:260 feet.....
Depth to bottom of usable water:300 feet.....
Surface Pipe by Alternate: ..X. 1 / 2
Length of Surface Pipe Planned to be set: ..550 feet.....
Length of Conductor pipe required:
* Projected Total Depth: WAS: 50005006 feet.....
Formation at Total Depth:Mississippi...
Water Source for Drilling Operations:
... well farm pond other

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

If OWWO: old well information as follows:
Operator:
Well Name:
Comp. Date: Old Total Depth

* Directional, Deviated or Horizontal wellbore? ..X. yes / no
* If yes, true vertical depth: ...5000'.....
* Bottom Hole Location...2555' FSL & 2260' FEL.....

Will Cores Be Taken?: yes ..X.. no /
If yes, proposed zone:

* Correction, well name changed, location changed, EL, lease boundary, PTD, deviated well

AFFIDAVIT

KANSAS CORPORATION COMMISSION

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: SURFACE LOC WAS: 2640' FNL 2310' FEL JUN 30 1998

- 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: June 29 1998..... Signature of Operator or Agent: Daryl Duvall Title..District Engineer.....

* WELL DEVIATION IS LESS THAN 7°

FOR KCC USE:
API # 15- 033-209620000
Conductor pipe required NONE feet
Minimum surface pipe required 200 feet per Alt. (1) X
Approved by: DR 7-10-98 JK / OELG 6-2-98 JK
This authorization expires: 12-2-98
(This authorization void if drilling not started within 6 months of effective date.)
Spud date: _____ Agent: _____

LEASE NAME & WELL #
WAS: DAVIS #2-4
IS: HERRINGTON #1-4

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

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

CONSERVATION DIVISION
WICHITA, KS

4
33
1640

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 in 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 within 1 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- _____

O P E R A T O R _____

LOCATION OF WELL: COUNTY _____

LEASE _____ feet from south/north line of section

WELL NUMBER _____ feet from east/west line of section

FIELD _____ SECTION _____ TWP _____ RG _____

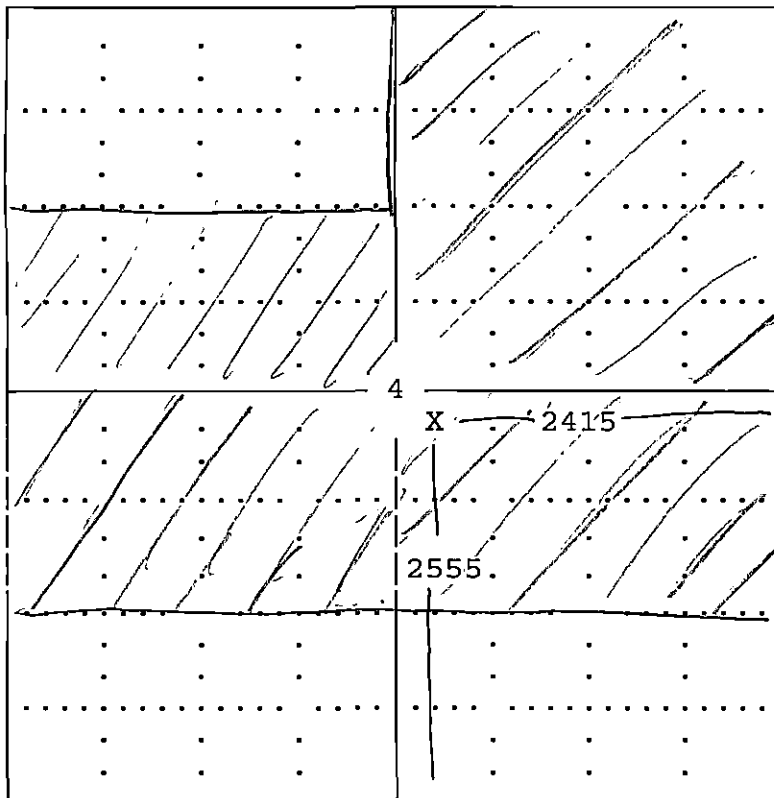
NUMBER OF ACRES ATTRIBUTABLE TO WELL _____ IS SECTION _____ REGULAR or _____ IRREGULAR

QTR/QTR/QTR OF ACREAGE _____ - _____ - _____ **IF SECTION IS IRREGULAR, LOCATE WELL FROM NEAREST CORNER BOUNDARY.**

Section corner used: _____ NE _____ NW _____ SE _____ SW

PLAT

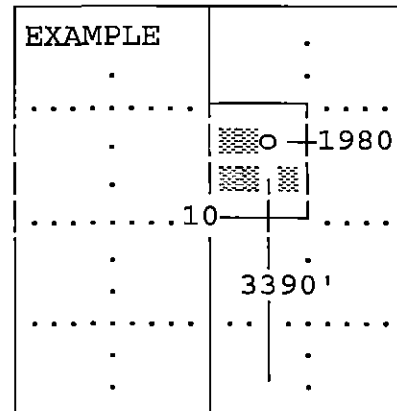
(Show location of the well and shade attributable acreage for prorated or spaced wells.)
(Show footage to the nearest lease or unit boundary line.)



RECEIVED
KANSAS CORPORATION COMMISSION

JUN 30 1998

CONSERVATION DIVISION
WICHITA, KS



SEWARD CO.

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; and
- 3) the distance to the nearest lease or unit boundary line.



ONEOK RESOURCES COMPANY

FACSIMILE (FAX) TRANSMITTAL SHEET

TO

COMPANY <i>KCC</i>	
ATTENTION <i>Jeff Klock</i>	
PHONE NUMBER	FAX NO.

FROM

COMPANY ONEOK Resources Company		
SENDER <i>D. Duvall</i>	DEPARTMENT	MAIL DROP
PHONE NUMBER <i>(918) 588-7711</i>	FAX NO. <i>(918) 588-7773</i>	

NO. OF PAGES (including this page) <i>6</i>	DATE TRANSMITTED <i>7/2/98</i>
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If you have any comments or questions regarding the quality of this fax, please call Patti Fike at (918) 588-7701.

MESSAGE:

*hope this is satisfactory.
Sorry for the confusion.*

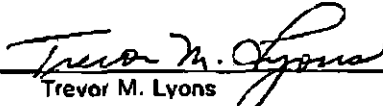
**FARMOUT AGREEMENT
PAGE 4**

This Agreement at Farmor's option shall not become binding or effective unless it is executed by all parties and returned to Farmor within thirty (30) days from the date of the acknowledgment of Farmor's execution.

IN WITNESS WHEREOF, the Farmee has hereunto caused its name and Farmor hereunto caused its name to be subscribed the day and year first above written.

FARMORS:

By 
Daggs Production Services
Don A. Daggs, President

By 
Trevor M. Lyons

FARMEE:

By 
The Lind Oil and Gas Company
T.A. Manhart, Agent

FARMOUT AGREEMENT

THIS AGREEMENT made and entered into this 15th day of July, 1997, by and between

Trevor M. Lyons
P.O. Box 14148
Tulsa, Oklahoma 74159

Daggs Production Services
P.O. Box 14148
Tulsa, Oklahoma 74159

hereinafter called "Farmor", and

The Lind Oil and Gas Company
2227 East Skelly Drive - G
Tulsa, Oklahoma 74105

an Oklahoma corporation, hereinafter called "Farmee";

WITNESSETH:

WHEREAS, Farmor is the owner of certain interests in the oil and gas lease(s) (hereinafter referred to as "said lease(s)") covering and embracing the lands (hereinafter referred to as "said lands") described in Exhibit "A" which is attached hereto; and

WHEREAS, the Farmee desires to acquire an assignment of an interest in said lease(s) covering the said lands on the conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. DEFINITIONS

For the purposes of this Agreement, the following definitions and/or interpretations shall apply:

(a) "Completion" of any well as provided for herein has occurred when a well has been fully equipped for the taking of production, through and including the tanks for an oil well and through and including the Christmas tree for a gas well, ~~or plugged and abandoned, after being drilled to correct depth, if a dry hole.~~

(b) "Completion Date" for purposes of this Agreement shall be the earlier of (1) the date the official completion report is filed with the appropriate state, federal or Indian agency having jurisdiction thereof, or (2) thirty (30) days after release of the drilling rig for such well.

(c) "Paying Quantities" means a quantity (in the judgment of a reasonable and prudent operator) of oil (including any gaseous hydrocarbons produced with oil) and/or gas (including any liquid hydrocarbons produced with gas) sufficient (not considering the cost of drilling) to repay, with a reasonable profit, the cost and expense of testing, completing and equipping a well, together with the cost of operations.

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2. FARMOUT WELLS

a) TEST WELL Farmee or its assigns agrees to commence or have commenced the actual drilling of a Test Well for oil and/or gas on or before 1 year from the actual date of this agreement at a location on the Farmout "Contract Area" as described on Exhibit "A" in Section 4, and thereafter to diligently and continuously prosecute the drilling of the Test Well in a proper and workmanlike manner to Contract Depth and to complete the said Test Well within ninety (90) days from the date of commencement. In the event Farmor requires an extension of time to commence the drilling of the referenced test well, Farmee

FROM : PEE HOLL

PHONE NO. : 316 528 3211

Jun. 24 1997 08:53PM FT

EXHIBIT A

Attached to and made a part of Declaration of Unitization filed by Clarke Corporation.

1. Oil and gas lease dated July 31, 1973, between Coy A. Davis as Lessor, and Singer-Fleischaker Oil Company, Rocket Oil & Gas Company, Dan Schusterman and Charles Schusterman, as Lessees, insofar as the same covers Lots 3 and 4 and the S/2 of the NW/4 of Section 4, Township 33 South, Range 16 West, Comanche County, which lease is recorded in Book 36 at page 221 of the records of said County, insofar and only insofar as such lease covers all oil and gas rights from the surface of the ground to the base of the Mississippian formation.

2. Oil and gas lease dated August 13, 1976, between James B. Herrington and wife, as Lessor, and Stronga, Inc., as Lessee, insofar as the same covers the SE/4 and the W/2 of the NE/4 of Section 33, Township 32 South, Range 16 West, Comanche County, Kansas, which lease is recorded in Book 41 at page 221 of the records of said County.

3. Oil and gas lease dated August 13, 1976, from James D. Herrington and wife, as Lessor, and Stronga, Inc., as lessee, insofar as the same covers the NE/4 and the N/2 of the SE/4 of Section 4, Township 33 South, Range 16 West, Comanche County, Kansas, which lease is recorded in Book 41 at page 224 of the records of said county.

FROM : BOE MOLL

PHONE NO. : 315 836 321

Jun. 24 1997 08:52PM PB

Executed this 24th day of November, 1976.

~~CLARKE CORPORATION~~

John W. Clarke
President
John W. Clarke

ATTEST:

Joyce O. Clarke
SECRETARY
Joyce O. Clarke

STATE OF KANSAS
COUNTY OF BARBER, SS:

Before me the undersigned, the notary public, duly commissioned, in and for the County and State aforesaid, came John W. Clarke, President of Clarke Corporation, a Kansas Corporation, who is personally known to me to be such officer and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 24th day of November, 1976.



Jessie Hamilton
Notary Public

Commission expires April 4, 1978. JESSIE HAMILTON

FROM : RBE MOLL

PHONE NO. : 316 836 321

Jun. 24 1997 09:52PM PT

STATE OF KANSAS
 County of Comanche

This instrument filed for record on
 24th of Nov 1997 at 11:20
 AM, recorded in Vol. 44
 Page 351

Edwin J. Golen
 Notary Public

DECLARATION OF UNITIZATION

Know all men by these presents:

That, whereas, the undersigned, Clarke Corporation, is the owner of the oil and gas leases described on Exhibit A attached hereto, insofar as said leases cover and include the Southeast Quarter and the West Half of the Northeast Quarter of section 33, Township 33 South, Range 16 West and the North-east Quarter and the North Half of the Southeast Quarter and Lots 3 and 4 and the South Half of the Northwest Quarter of Section 4, Township 33 South, Range 16 West, Comanche County, Kansas; and

WHEREAS, in the judgment of Clarke Corporation, it is proper and advisable that said lands and leases be pooled and unitized in order to develop and operate said lands and leases so as to promote the efficient development, operation, production, and conservation of gas in, under and it may be produced from the aforementioned premises:

NOW, therefore, pursuant to the provisions of the oil and gas leases described on Exhibit A attached hereto, the undersigned Clarke Corporation, owner of said leases and privileges covered and granted thereby does hereby pool, combine and unitize the oil and gas leases described on Exhibit A attached hereto, into a single consolidated gas leasehold estate and unitized a 640 acres more or less, insofar as said leases cover and include the following described land:

The Southeast Quarter and the West Half of the Northeast Quarter of Section 33, Township 33 South, Range 16 West and the Northeast Quarter and the North Half of the Southeast Quarter and Lots 3 and 4 and the South Half of the Northwest Quarter of Section 4, Township 33 South, Range 16 West, Comanche County, Kansas

for the development and operation of the same for the production of natural or dry gas, distillate, condensate or said hydrocarbons, except oil and casinghead gas.

ASST Pro. Vol. 56p 812