

Corrected Intent



For KCC Use: Effective Date: 02/05/2011 District # 3 SGA? Yes No

KANSAS CORPORATION COMMISSION 1049766 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

CORRECTED

Must be approved by KCC five (5) days prior to commencing work. Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, MUST be submitted with this form.

Expected Spud Date: 02/04/2011 month day year

OPERATOR: License# 34301 Name: Finney, Kyler dba Finney Oil Company Address 1: PO BOX 87 Address 2: City: WANN State: OK Zip: 74083 Contact Person: Kyler Finney Phone: 918-440-8878

CONTRACTOR: License# Name: Advise on ACO-1 - Must be licensed by KCC

Well Drilled For: Oil Gas Enh Rec Storage Disposal Seismic # of Holes Other 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? If Yes, true vertical depth: Bottom Hole Location: KCC DKT #:

Well location exception agreement attached.

Spot Description: N2 S2 S2 N2 Sec. 2 Twp. 34 S. R. 14 2,145 feet from 2625 feet from Is SECTION: Regular Irregular

County: Montgomery Lease Name: M Melander Field Name: Wayside-Havana Is this a Prorated / Spaced Field? Target Formation(s): Wayside Nearest Lease or unit boundary line (in footage): 1815 Ground Surface Elevation: 883 Estimated Estimated feet MSL Water well within one-quarter mile: Public water supply well within one mile: Depth to bottom of fresh water: 100 Depth to bottom of usable water: 175 Surface Pipe by Alternate: Length of Surface Pipe Planned to be set: 20 Length of Conductor Pipe (if any): Projected Total Depth: 750 Formation at Total Depth: Wayside Water Source for Drilling Operations: DWR Permit #: Will Cores be taken? If Yes, proposed zone: Wayside

AFFIDAVIT

The undersigned hereby affirms that the drilling, completion and eventual plugging of this well will comply with K.S.A. 55 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. Or pursuant to Appendix "B" - Eastern Kansas surface casing order #133,891-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 plugged. In all cases, NOTIFY district office prior to any cementing.

* WAS: N2-S2-S2-N2 2640' FWL IS: Ne-Se-Se-Nw 2625' FWL

KCC WICHITA

Submitted Electronically

DEC 12 2014

For KCC Use ONLY API # 15-125-32049-00-00 RECEIVED Conductor pipe required 0 feet Minimum surface pipe required 20 feet per ALT. Approved by: Rick Hestermann 01/31/2011 This authorization expires: 01/31/2012 Spud date: Agent:

Remember to:

- File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill; - 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 (within 60 days); - Obtain written approval before disposing or injecting salt water. - If well will not be drilled or permit has expired (See: authorized expiration date) 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, 130 S. Market - Room 2078, Wichita, Kansas 67202

2 34 14



1049766

For KCC Use ONLY

API # 15 - 15-125-32049-00-00

CORRECTED

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.

Operator: Finney, Kyley dba Finney Oil Company
Lease: M Melander
Well Number: A3-11
Field: Wayside-Havana

Location of Well: County: Montgomery
2,145 feet from N / S Line of Section
2640 2625 feet from E / W Line of Section
Sec. 2 Twp. 34 S. R. 14 E W

Number of Acres attributable to well: NE-SE-SE-NW
QTR/QTR/QTR/QTR of acreage: N2 - S2 - E2 - W2

Is Section: Regular or Irregular

If Section is Irregular, locate well from nearest corner boundary.

Section corner used: NE NW SE SW

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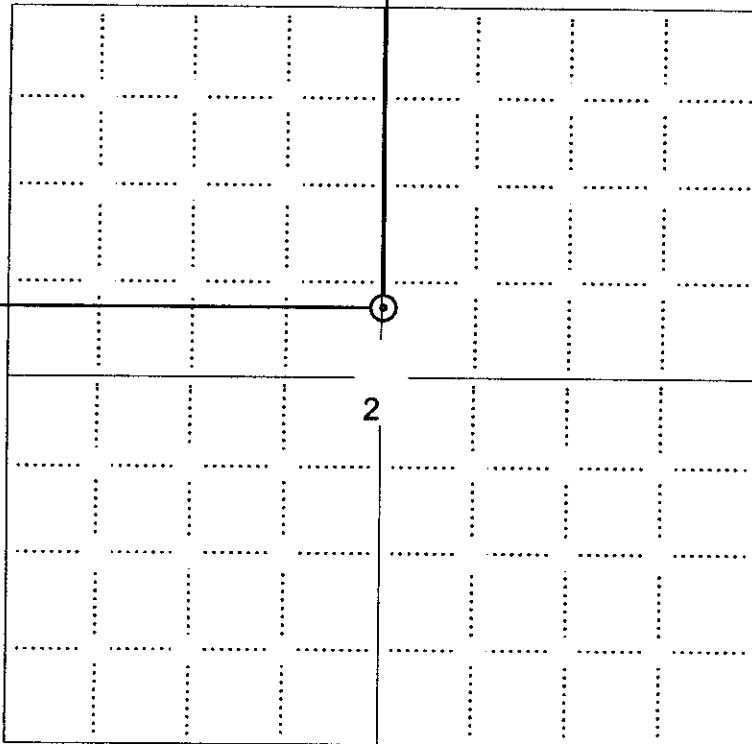
PLAT

Show location of the well. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032).

You may attach a separate plat if desired.

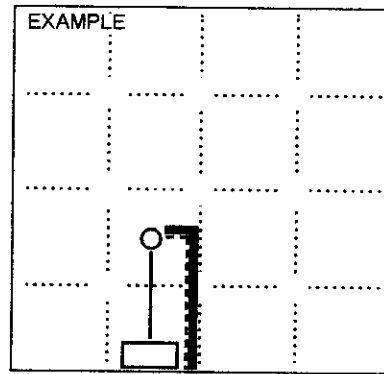
2145 ft.

~~2640 ft.~~
2625



LEGEND

- Well Location
- Tank Battery Location
- Pipeline Location
- Electric Line Location
- Lease Road Location



SEWARD CO. 3390' FEL

1980' FSL

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 south / north and east / west outside section lines.
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: (CO-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 1049766
 OIL & GAS CONSERVATION DIVISION

Form CDP-1
 May 2010
 Form must be Typed

APPLICATION FOR SURFACE PIT

UNCORRECTED

Submit in Duplicate

Operator Name: Finney, Kyler dba Finney Oil Company		License Number: 34301	
Operator Address: PO BOX 87		WANN OK 74083	
Contact Person: Kyler Finney		Phone Number: 918-440-8878	
Lease Name & Well No.: M Melander A3-11		Pit Location (QQQQ): NE SE SW NW N2 S2 S2 N2	
Type of Pit: <input type="checkbox"/> Emergency Pit <input type="checkbox"/> Burn Pit <input type="checkbox"/> Settling Pit <input checked="" type="checkbox"/> Drilling Pit <input type="checkbox"/> Workover Pit <input type="checkbox"/> Haul-Off Pit <small>(If WWP Supply API No. or Year Drilled)</small>	Pit is: <input checked="" type="checkbox"/> Proposed <input type="checkbox"/> Existing If Existing, date constructed: _____ Pit capacity: 100 (bbis)	Sec. <u>2</u> Twp. <u>34</u> R. <u>14</u> <input checked="" type="checkbox"/> East <input type="checkbox"/> West <u>2,145</u> Feet from <input checked="" type="checkbox"/> North / <input type="checkbox"/> South Line of Section <u>2,640</u> <u>2,625</u> Feet from <input type="checkbox"/> East / <input checked="" type="checkbox"/> West Line of Section Montgomery County	
Is the pit located in a Sensitive Ground Water Area? <input 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? Shale	
Pit dimensions (all but working pits): <u>48</u> Length (feet) <u>8</u> Width (feet) <input type="checkbox"/> N/A: Steel Pits Depth from ground level to deepest point: <u>4</u> (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: <u>3326</u> feet Depth of water well <u>60</u> feet		Depth to shallowest fresh water <u>30</u> 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: <u>Fresh water</u> Number of working pits to be utilized: <u>1</u> Abandonment procedure: <u>Pit dried, backfilled with overburden, then top soil at surface</u> Drill pits must be closed within 365 days of spud date.	

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KCC OFFICE USE ONLY			
Date Received: <u>01/28/2011</u>	Permit Number: <u>15-125-32049-00-00</u>	Permit Date: <u>01/28/2011</u>	Lease Inspection: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		<input type="checkbox"/> Liner <input type="checkbox"/> Steel Pit <input type="checkbox"/> RFAC <input type="checkbox"/> RFAS	



**CERTIFICATION OF COMPLIANCE WITH THE
KANSAS SURFACE OWNER NOTIFICATION ACT**

CORRECTED

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.

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License # 34301
Name: Finney, Kyler dba Finney Oil Company
Address 1: PO BOX 87
Address 2: _____
City: WANN State: OK Zip: 74083 + _____
Contact Person: Kyler Finney
Phone: (918) 440-8878 Fax: (_____) _____
Email Address: _____

ne-se-se-nw
Well Location:
~~N2-S2-S2-N2~~ Sec. 2 Twp. 34 S. R. 14 East West
County: Montgomery
Lease Name: M Melander Well #: A3-11

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

Surface Owner Information:

Name: Mike Melander
Address 1: P O Box 236
Address 2: _____
City: Tyro State: KS Zip: 67364 + _____

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 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.

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

Submitted Electronically

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API # 15 - _____

IN ALL CASES PLOT THE INTENDED WELL ON THE PLAT BELOW

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Lease: M Melander
Well Number: A3-11
Field: Wayside-Havana

Location of Well: County: Montgomery
2,145 feet from N / S Line of Section
2640 feet from E / W Line of Section
Sec. 2 Twp. 34 S. R. 14 E W

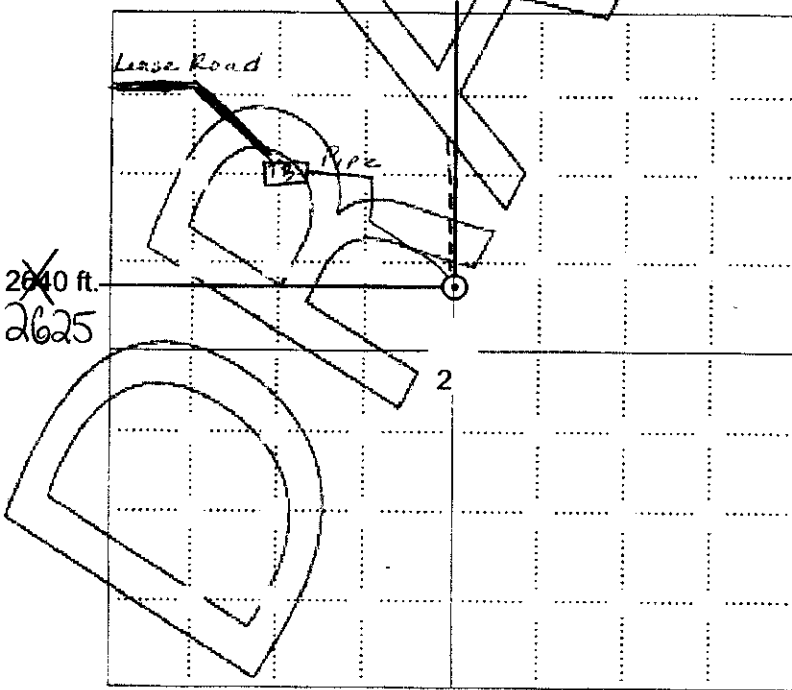
Number of Acres attributable to well: _____
QTR/QTR/QTR/QTR of acreage: NE SE SE SW

is Section: Regular or Irregular

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

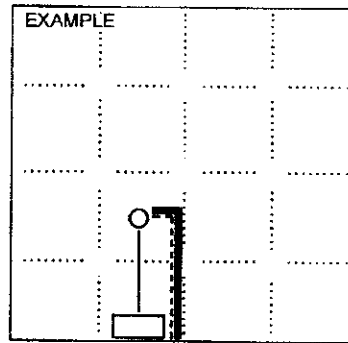
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You may attach a separate plat if desired.



LEGEND

- Well Location
- Tank Battery Location
- Pipeline Location
- Electric Line Location
- Lease Road Location



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

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5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.

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WELL LOCATIONS EXCEPTION AGREEMENT

AGREEMENT made this 27th day of January, 2011, by, between and among the following:

Southwinds Buffalo Ranch, Inc.
A Kansas Corporation
("Southwinds");

Red Buffalo Ranch, LLC
A Kansas Limited Liability Company
("Red Buffalo");

Kyler Finney
d/b/a Finney Oil Company
("Finney"); and

Kurtis Energy, LLC
A Kansas Limited Liability Company
("Kurtis Energy").

WHEREAS, Southwinds is the owner of the following described real property, to wit:

The Northwest Quarter of the Northwest Quarter (NW/4 NW/4) and the East Half of the Southeast Quarter of the Northwest Quarter (E/2 SE/4 NW/4), Section Two (2), Township Thirty Four (34) South, Range Fourteen (14) East, Montgomery County, Kansas (the "Southwinds Land"),

upon which Southwinds, as lessor, granted to Finney, as lessee, an oil and gas lease dated July 30, 2009, which is recorded in Book 585, Page 777, in the office of the Register of Deeds of Montgomery County, Kansas (the "Southwinds Lease"); and

WHEREAS, Red Buffalo is the owner of the following described real property, to wit:

The North Half of the Southeast Quarter (N/2 SE/4) and the South Half of the Northeast Quarter (S/2 NE/4), Section Two (2), Township Thirty Four (34) South, Range Fourteen (14) East, Montgomery County, Kansas (the "Red Buffalo Land"),

upon which Red Buffalo, as lessor, granted to Kurtis Energy, as lessee, an oil and gas lease dated July 1, 2008, recorded in Book 579, Page 167, in the office of the Register of Deeds of Montgomery County, Kansas (the "Red Buffalo Lease"); and

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WHEREAS, Finney is developing and operating the Southwinds Lease, and Kurtis Energy is developing and operating the Red Buffalo Lease, principally for the production of oil from the Wayside Sand (approximate depth subsurface 690' - 710') and Weiser Sand (approximate depth subsurface 790' - 810') underlying both leases; and

WHEREAS, the parties wish to provide for the orderly and efficient development of the Wayside Sand, optimizing its productivity while protecting the respective correlative rights of the parties in and to the common source of supply; and

WHEREAS, the parties share a common land and lease boundary which may be described as the West line of the S/2 NE/4 of Section 2, running a distance of approximately 1320' from North to South (the "Common Boundary Line") as to which the parties have agreed to reciprocally grant, one to the other, alternating well location exceptions, as more fully hereinafter described.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Well Location Exceptions. Notwithstanding the prevailing regional, regulatory set back standard of 165' from the lease boundary line, the parties reciprocally grant to one another two (2) well location exceptions, each, along the Common Boundary Line above described. The well locations are granted to benefit the respective leases for well locations generally described as follows:

<u>Lease Benefitted</u>	<u>Operator</u>	<u>Well Name</u>	<u>Spot Locations (From NE Cor of Section 2)</u>
Southwinds	Finney	Southwinds #A1-10	2655' FEL, 1485' FNL 2-34S-14E
Red Buffalo	Kurtis Energy	Red Buffalo #L1	2625' FEL, 1815' FNL 2-34S-14E
Southwinds	Finney	Southwinds #A3-11	2655' FEL, 2145' FNL 2-34S-14E
Red Buffalo	Kurtis Energy	Red Buffalo #L2	2625' FEL, 2475' FNL 2-34S-14E

In other words, beginning from the North end of the Common Boundary Line (being the NW Corner S/2 NE/4 2-34S-14E) Finney shall be permitted to drill and produce Southwinds #A1-10 spaced 165' South, and Southwinds #A3-11 825' South, and Kurtis Energy shall be permitted to drill and produce Red Buffalo #L1 495' South and Red Buffalo #L2 1155' South, thereby resulting in standard 330' spacing North to South (165' set back from third party corners on the North and South ends). The Spot Locations contemplate, however, that each well head location shall remain on the lands covered by the lease (up to within 15' of the Common Boundary Line). The Spot Locations listed above are approximations, and shall be confirmed by mutual agreement at the time of staking or spudding of the wells.

2. Correlative Rights. Each party acknowledges that the well location exceptions granted will likely result in drainage from the Wayside Sand underlying their respective properties, but nevertheless consent to the drilling and operation of such wells, as they each deem their respective correlative

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rights in the common source of supply will be adequately protected by the reciprocal well location exceptions hereby granted.

3. Other Provisions.

- (a) Each party acknowledges that natural and unavoidable deviation of the well bores, as well as perforation, fracturing and stimulation activities in the wells, may result in physical subsurface trespass, but each party waives and releases the others from any suit, claim or cause of action arising therefrom.
- (b) The nature, type, size and quantity of perforation, fracturing and stimulation activities in the wells described shall be disclosed by and to each party in advance of the performance of such operations, and shall be subject to mutual consent and approval of the parties.
- (c) This Agreement is made to provide for joint, but competitive, operations in the common source of supply of the Wayside Sand. Uphole recompletions, as well as deepening operations, by either party in the wells above described shall require the mutual consent and approval of the parties.
- (d) While this Agreement is intended to provide for development of the Wayside Sand for primary production, any party may undertake enhanced recovery and/or repressurization operations on their respective lands and leases, but the wells hereinabove described may not be utilized for either injection or disposal of water, brines or other enhanced recovery purposes (except normal well treatment and stimulation associated with primary production activities) except by the mutual consent and approval of the parties.

4. Effect of Landowner Consents and Approvals. The joinder of Southwinds and Red Buffalo in the execution of this Agreement, and their issuance of subsequent consents and approvals (or refusals thereof), are deemed made for the optimization of their respective and correlative rights, and shall not constitute the assumption of control over any well or wells. All legal and regulatory control and dominion over the wells and lease operations shall remain with the respective lessees herein named.

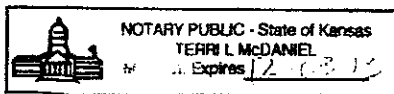
5. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their successors and assigns. Should either oil and gas lease expire, terminate or become forfeit, the rights herein granted for the benefit of the other oil and gas lease shall remain in full force and effect.

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STATE OF KANSAS)
) SS:
COUNTY OF MONTGOMERY)

BE IT REMEMBERED that on this 27 day of January, 2011, before me, a Notary Public, in and for the County and State aforesaid, came Jack Horton, Member/Manager of Red Buffalo Ranch, LLC, a limited liability company formed and existing under and by virtue of the laws of the State of Kansas, and who is personally known to me to be such officer and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Terri L. McDaniel
Printed Name:
NOTARY PUBLIC

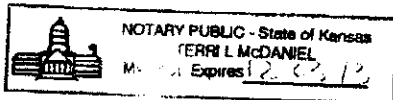
My Appointment Expires:
12-03-12

Terri L. McDaniel

STATE OF KANSAS)
) SS:
COUNTY OF MONTGOMERY)

BE IT REMEMBERED that on this 27 day of January, 2011, before me, a Notary Public, in and for the County and State aforesaid, came Jack Horton, Member/Manager of Kurtis Energy, LLC, a limited liability company formed and existing under and by virtue of the laws of the State of Kansas, and who is personally known to me to be such officer and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Terri L. McDaniel
Printed Name:
NOTARY PUBLIC

My Appointment Expires:
12-03-12

Terri L. McDaniel

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STATE OF KANSAS)
) SS:
COUNTY OF MONTGOMERY)

BE IT REMEMBERED that on this 27 day of January, 2011, before me, a Notary Public, in and for the County and State aforesaid, came Mikcl E. Melander, President of Southwinds Buffalo Ranch, Inc., a corporation incorporated and existing under and by virtue of the laws of the State of Kansas, and who is personally known to me to be such officer and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



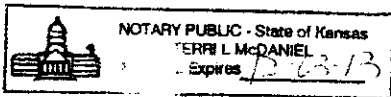
Terri L. McDaniel
Printed Name:
NOTARY PUBLIC
Terri L. McDaniel

My Appointment Expires:
12-23-13

STATE OF KANSAS)
) SS:
COUNTY OF MONTGOMERY)

BE IT REMEMBERED that on this 27 day of January, 2011, before me, a Notary Public, in and for the County and State aforesaid, came Kyle Finney, d/b/a Finney Oil Company, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same to be his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



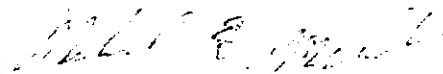
Terri L. McDaniel
Printed Name:
NOTARY PUBLIC
Terri L. McDaniel

My Appointment Expires:
12-23-13

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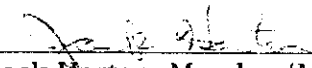
IN WITNESS WHEREOF this Agreement is executed by the parties effective as of the day and year first above written.

Southwinds Buffalo Ranch, Inc.

By: 
Mikel E. Melander, President


Kyle Finney, d/b/a Finney Oil Company

Red Buffalo Ranch, LLC

By: 
Jack Horton, Member/Manager

Kurtis Energy, LLC

By: 
Jack Horton, Member/Manager

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