



For KCC Use:
Effective Date:
District #:
SGA? Yes No

KANSAS CORPORATION COMMISSION 1034973
OIL & GAS CONSERVATION DIVISION

Form C-1
October 2007

Form must be Typed
Form must be Signed
All blanks must be Filled

NOTICE OF INTENT TO DRILL

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

Expected Spud Date: month day year

OPERATOR: License#
Name:
Address 1:
Address 2:
City: State: Zip:
Contact Person:
Phone:

CONTRACTOR: License#
Name:

Well Drilled For: Oil, Gas, Seismic, Other
Well Class: Enh Rec, Storage, Disposal, 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 #:

Spot Description:
Sec. Twp. S. R.
feet from N / S Line of Section
feet from E / W Line of Section

Is SECTION: Regular Irregular?
(Note: Locate well on the Section Plat on reverse side)

County:
Lease Name: Well #:
Field Name:
Is this a Prorated / Spaced Field? Yes No
Target Formation(s):

Nearest Lease or unit boundary line (in footage):
Ground Surface Elevation: 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:
Depth to bottom of usable water:
Surface Pipe by Alternate: I II
Length of Surface Pipe Planned to be set:

Length of Conductor Pipe (if any):
Projected Total Depth:
Formation at Total Depth:

Water Source for Drilling Operations:
Well Farm Pond Other:
DWR Permit #:

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

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.

Submitted Electronically

For KCC Use ONLY
API # 15 -
Conductor pipe required feet
Minimum surface pipe required feet per ALT. I II
Approved by:
This authorization expires:
(This authorization void if drilling not started within 12 months of approval 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 (within 60 days);
- Obtain written approval before disposing or injecting salt water.
- If this permit has expired (See: authorized expiration date) please check the box below and return to the address below.

Well Not Drilled - Permit Expired Date:
Signature of Operator or Agent:



1034973

**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 and 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 - \_\_\_\_\_

Operator: \_\_\_\_\_

Lease: \_\_\_\_\_

Well Number: \_\_\_\_\_

Field: \_\_\_\_\_

Number of Acres attributable to well: \_\_\_\_\_

QTR/QTR/QTR/QTR of acreage: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Location of Well: County: \_\_\_\_\_

\_\_\_\_\_ feet from  N /  S Line of Section

\_\_\_\_\_ feet from  E /  W Line of Section

Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_  E  W

Is Section:  Regular or  Irregular

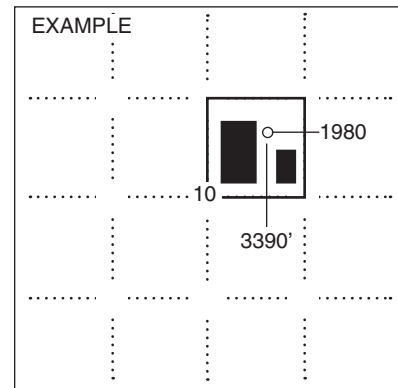
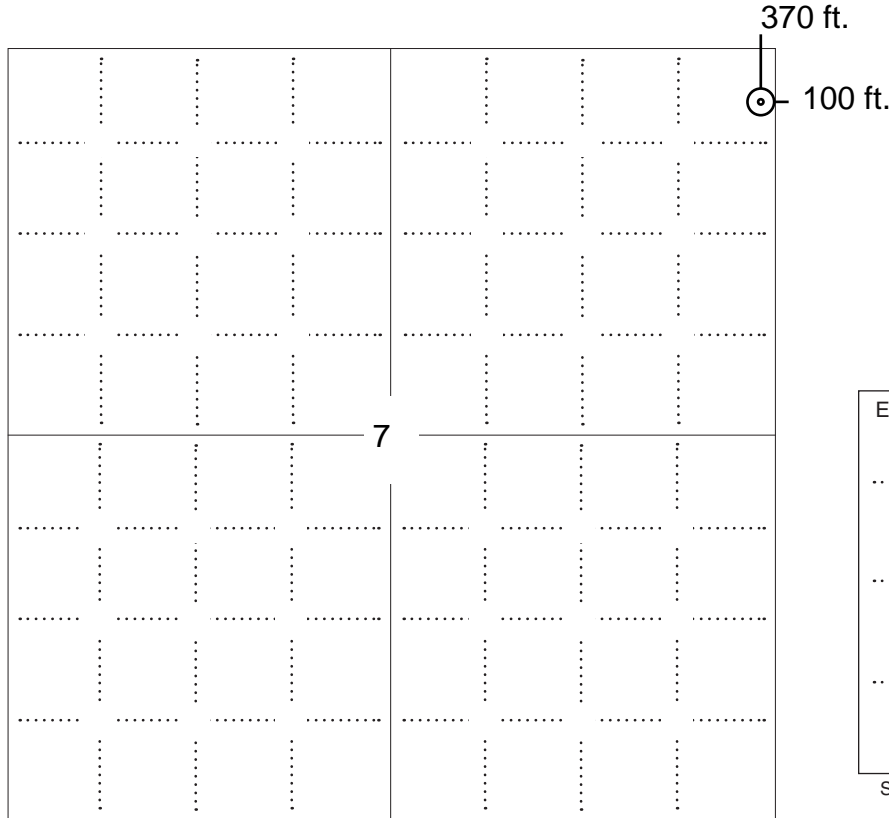
**If Section is Irregular, locate well from nearest corner boundary.**

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.)*



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

**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: (C0-7 for oil wells; CG-8 for gas wells).



KANSAS CORPORATION COMMISSION 1034973  
OIL & GAS CONSERVATION DIVISION

Form CDP-1  
April 2004  
Form must be Typed

**APPLICATION FOR SURFACE PIT**

*Submit in Duplicate*

Operator Name: _____		License Number: _____	
Operator Address: _____			
Contact Person: _____		Phone Number: _____	
Lease Name & Well No.: _____		Pit Location (QQQQ): _____ - _____ - _____ - _____	
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 type="checkbox"/> Haul-Off Pit <i>(If WP Supply API No. or Year Drilled)</i>		Pit is: <input type="checkbox"/> Proposed <input type="checkbox"/> Existing If Existing, date constructed: _____ Pit capacity: _____ (bbls)	
Is the pit located in a Sensitive Ground Water Area? <input 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 type="checkbox"/> Yes <input type="checkbox"/> No		Artificial Liner? <input type="checkbox"/> Yes <input type="checkbox"/> No	
How is the pit lined if a plastic liner is not used?		_____	
Pit dimensions (all but working pits): _____ Length (feet)    _____ Width (feet)    _____ N/A: Steel Pits Depth from ground level to deepest point: _____ (feet)    _____ 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 _____ feet    Depth of water well _____ feet		Depth to shallowest fresh water _____ feet. Source of information: _____ measured    _____ well owner    _____ electric log    _____ KDWR	
<b>Emergency, Settling and Burn Pits ONLY:</b> 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		<b>Drilling, Workover and Haul-Off Pits ONLY:</b> Type of material utilized in drilling/workover: _____ Number of working pits to be utilized: _____ Abandonment procedure: _____ _____ Drill pits must be closed within 365 days of spud date.	
Submitted Electronically			

<b>KCC OFFICE USE ONLY</b>		Steel Pit	RFAC	RFAS
Date Received: _____	Permit Number: _____	Permit Date: _____	Lease Inspection: <input type="checkbox"/> Yes <input type="checkbox"/> No	

**POOLING AND UNITIZATION AGREEMENT  
(ROCKING BREWER UNIT)**

**THIS POOLING AND UNITIZATION AGREEMENT** is made and entered into this 28<sup>th</sup> day of August, 2009, by Rocking Three Farms, LLC; Baird Oil Company, LLC; Mary D. Boyd by her attorney- in-fact Frances Logback; Frances Logback and James Logback, her husband; Richard D. Boyd and Mary Beth Boyd as Trustees of the Richard D. Boyd Trust dated February 1, 2005; Patricia M. Boyd; Washburn College n/k/a Washburn Endowment Association; Anne K. Brockhoff and Wally Brockhoff, her husband; Thomas M. Krauss and Andrea Krug Krauss, his wife; Joseph A. Hambright; Elizabeth James and Wynne James, her husband; MKD Farms, LLC; Teresa M. Bowman as Trustee of the Teresa M. Bowman Living Trust dated August 22, 2005; and Janice M. Stevens, Trustee of the Arden M. Brewer and Helen M. Brewer Trust dated April 2, 1999, (hereinafter Royalty Owners) and Black Diamond Oil, Inc. (hereinafter Operator), WITNESSETH:

**WHEREAS**, it is in the public interest to promote conservation of natural resources; to increase the ultimate recovery of oil, gas and associated minerals from the Unitized Area covered by this agreement; and to protect the parties' respective rights, therefore the parties hereto deem it necessary and desirable to enter into this agreement.

**AND WHEREAS**, the parties hereto desire that the oil and gas leases shown on Exhibit A, attached hereto and incorporated herein by reference, be consolidated, pooled, and unitized into one operating unit according to, and in compliance with, the rules and regulations of the Kansas Corporation Commission and this agreement.

**NOW, THEREFORE**, in consideration of these premises and of the mutual benefits hereinafter contained, the Royalty Owners and the Operator do hereby pool and unitize the oil and gas leases set forth in Exhibit A in accordance with the following terms and conditions:

**ARTICLE I  
(Creation and Effect of Unit)**

**Area.** The Unitized Area shall consist of the following land which will be referred to as the Unitized Area, to-wit:

**A TRACT IN THE NORTHEAST QUARTER (NE<sup>1</sup>/<sub>4</sub>) OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 19 WEST OF THE SIXTH P.M., Beginning at the Northeast Corner of said NE<sup>1</sup>/<sub>4</sub>, thence West 450 feet, thence South 660 feet, thence East 450 feet, thence North 660 feet to the place of beginning; and,  
A TRACT IN THE NORTHWEST QUARTER (NW<sup>1</sup>/<sub>4</sub>) OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 19 WEST OF THE SIXTH P.M., Beginning at the Northwest Corner of said NW<sup>1</sup>/<sub>4</sub>, thence East 450 feet, thence South 660 feet, thence West 450 feet, thence North 660 feet to the place of beginning, Rooks County, Kansas.**

**Oil and Gas Rights Pooled.** Royalty Owners and Operator hereby declare that all the oil, gas and other minerals in, under or produced from the Unitized Area, as well as the oil and gas leases set forth in Exhibit A, are pooled and unitized for all purposes. The Unitized Area shall be developed and operated as one leased tract regardless of how the same or the minerals thereunder may be divided in ownership, just as though such Unitized Area had originally been covered by a single oil and gas lease. The oil, gas and other minerals in, under or produced from said Unitized Area is pooled and unitized and shall be treated as an entirety and the royalties thereon shall be paid ratably to the owners of each particular tract in such Unitized Area as their interest in each such particular tract may appear and according to the applicable royalty provisions and other terms of the oil and gas lease(s) covering that particular tract.

**Production Attributed.** Any oil or gas well producing under the terms of this agreement, or the oil and gas leases subject to this agreement, shall be deemed to be drilled under the terms of and located on the lands covered by each of said oil and gas leases. Any and all operations for the drilling, reworking of or production of all oil or gas from any such well or wells located any where on the Unitized Area shall operate to keep in force the entire oil and gas leasehold estate under each of said leases, just as though such well or wells were located on the particular land covered by each particular lease. The drilling of or the production from any well located upon the Unitized Area shall constitute full and complete development of each of the oil and gas leases hereby unitized.

**Personal Property Excepted.** All lease and well equipment, machinery, and materials placed by Operator on the lands covered hereby shall be deemed to be and shall remain personal property belonging to and may be removed by the Operator.

**Amendment and Ratification of Leases and Other Agreements.** The provisions of the various leases, agreements, or other instruments covering the respective tracts are amended to the extent necessary to make them conform to the provisions of this agreement, but otherwise shall remain in effect. The parties also ratify, adopt and confirm the Oil and Gas Leases set forth on Exhibit A and fully recognize said oil and gas leases as being in full force and effect as though each party had personally signed, sealed and acknowledged the same.

**Continuation of Leases and Term Royalties.** Operations, including drilling operations, conducted with respect to the Unitized Area, or production from any part thereof, except for the purpose of determining payments to Royalty Owners, shall be considered as operations upon or production from each tract, and such operations or production shall continue in effect each lease or term royalty interest as to all lands covered thereby just as if such operations had been conducted and a well had been drilled on and was producing from each tract.

**Titles Unaffected by Pooling.** Nothing herein shall be construed to result in the transfer of title to the oil, gas or mineral rights by any party hereto to any other party. The intention is to provide for the cooperative development and operation of the tracts.

**ARTICLE II**  
**(Tract Participation)**

**Tract Participation.** The participation of the leases in and to the total production from the Unitized Area will be as set forth in Exhibit A attached. The crude oil purchaser shall calculate, divide and distribute the amount of oil runs attributable to each Royalty Owner based on their current ownership interest in the lease or leases as set forth in Exhibit A attached.

**Allocation to Leases.** All oil, gas and other minerals produced and saved shall be allocated to the Unitized Area in accordance with the respective Tract Participation set forth in Exhibit A effective during the period that the same was produced. The amount of oil and gas allocated to each lease, regardless of whether it is more or less than the actual production of oil and gas from the well or wells, if any, on such lease, shall be deemed for all purposes to have been produced from the Unitized Area.

**Distribution Within Leases.** The oil and gas allocated to each lease shall be distributed among, or accounted for, to the parties entitled to share in the production from such lease in the same manner, in the same proportions, and upon the same conditions as they would have participated and shared in the production from such lease, or in the proceeds thereof, had this agreement not been entered into, and with the same legal effect. If any oil, gas or other mineral rights in a lease shall hereafter become divided and owned in severalty, the owners of the divisions shall share in the oil, gas and other mineral rights allocated to the lease, or in the proceeds thereof, in proportion to their respective ownership interest in and to that lease or leases.

**ARTICLE III**  
**(Change of Title)**

**Covenant Running With the Land.** This agreement shall extend to, be binding upon, and inure to the benefit of, the respective heirs, devisees, legal representatives, successors, and assigns of the parties hereto, and shall constitute a covenant running with the lands, leases, and interests covered hereby.

**Notice of Transfer.** Any conveyance of all or part of any interest owned by any party hereto with respect to any lease shall be made expressly subject to this agreement. No change of title shall be binding on the Operator, or upon any party hereto other than the party so transferring, until the first day of the calendar month next succeeding the date of receipt by Operator of a certified copy of the recorded instrument evidencing such change in ownership. No change of title shall increase the burden on the Operator under the terms of this agreement.

**Waiver of Rights to Partition.** Each party hereto covenants that, during the existence of this agreement, it will not resort to any action to partition of any rights in or to the Unitized Area or any portion of it or the leases or mineral interests covered by this agreement and to that extent waives the benefits of all laws authorizing such partitions.

**ARTICLE IV**  
**(Relationship of Parties)**

**No Partnership.** The duties, obligations, and liabilities of the parties hereto are intended to be several and not joint or collective. This agreement is not intended to create, and shall not be construed to create, an association or trust, or to impose a partnership duty, obligation, or liability with regard to any one or more of the parties hereto. Each party hereto shall be individually responsible for its own obligations as herein provided.

**No Sharing of Market.** This agreement is not intended to provide, and shall not be construed to provide, directly or indirectly, for any cooperative refining, joint sale, or marketing of oil and gas.

**Royalty Owners Free of Costs.** This agreement is not intended to impose, and shall not be construed to impose, upon any Royalty Owner any obligation to pay for expenses unless such Royalty Owner is otherwise so obligated.

**ARTICLE V**  
**(Laws and Regulations)**

**Laws and Regulations.** This agreement shall be subject to the conservation laws of the State of Kansas; to the valid rules, regulations, and orders of the Kansas Corporation Commission; and to all other applicable federal, state, and municipal laws, rules, regulations, and orders.

**Force Majeure.** All obligations imposed by this agreement on each party, except for the payment of money, shall be suspended while compliance is prevented, in whole or in part, by a strike, fire, war, civil disturbance, act of God; by federal, state, or municipal laws; by a rule, regulation, or order of a governmental agency; by inability to secure materials; or by any other cause or causes beyond reasonable control of the party. No party shall be required against its will to adjust or settle any labor disputes. Neither this agreement nor any lease or other instrument subject hereto shall be terminated by reason of suspension of operations due to any one or more of the causes set forth in this Article.

**ARTICLE VI**  
**(Miscellaneous)**

**Effective Date.** The effective date of this agreement is September 1, 2009 at 7:00 A.M.

**Term.** The term of this agreement shall extend for the primary terms of the Oil and Gas Leases shown on Exhibit A and as long as oil, gas, or other minerals are being produced from the Unitized Area and as long thereafter as operations are being conducted without a cessation of more than ninety (90) consecutive days, unless sooner terminated by Operator in the manner herein provided.

**Termination by Operator.** This agreement may be terminated by Operator whenever it determines that operations are no longer profitable or feasible.

**Effect of Termination.** Upon termination of this agreement, the further development and operation of the unit shall be abandoned, operations shall cease, and thereafter the parties shall be governed by the provisions of the leases and other instruments affecting the separate leases.

**Salvaging Equipment Upon Termination.** If not otherwise granted by the leases or other instruments affecting each lease unitized under this agreement, Royalty Owners hereby grant Operator a period of six (6) months after the date of termination of this agreement within which to salvage and remove its equipment.

**Use of Production.** Operator may use as much of the oil, gas, other minerals, and salt water produced from the Unitized Area as it deems necessary for its operations, including but not limited to the injection thereof.

**Royalty Payments.** No royalty, overriding royalty, production, or other payments shall be payable upon, or with respect to, oil and gas used or consumed in its operations, or which otherwise may be lost or consumed in the production, handling, treating, transportation, or storing of oil and gas or in the disposing of salt water.

**Grant of Easements.** The Royalty Owners, to the extent of their rights and interests, hereby grant to Operator the right to use as much of the surface of the land within the Unit Area as may reasonably be necessary for its operations.

**Original, Counterpart, or Other Instrument.** A person may become a party to this agreement by signing the original of this instrument, a counterpart thereof, or other instrument agreeing to be bound by the provisions hereof. The signing of any such instrument shall have the same effect as if all the parties had signed the same instrument.

**IN WITNESS WHEREOF,** the parties have executed this Pooling and Unitization Agreement as of the date first above written.

**ROYALTY OWNERS**

**BLACK DIAMOND OIL, INC.**

\_\_\_\_\_  
Stanley J. Kats, President  
Rocking Three Farms, LLC

  
\_\_\_\_\_  
Kenneth Vehige, President

\_\_\_\_\_  
James R. Baird, President  
Baird Oil Company, LLC

  
\_\_\_\_\_  
Dena Vehige, Secretary



**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF ROOKS, SS:

NOW on this \_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public in and for said county and state, personally appeared Teresa M. Bowman, Trustee of the Teresa M. Bowman Living Trust dated August 22, 2005, known to me to be the same person who executed the above and foregoing instrument of writing and acknowledged to me that she executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS:

NOW on this \_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public in and for said county and state, personally appeared Janice M. Stevens, Trustee of the Arden M. Brewer and Helen M. Brewer Trust dated April 2, 1999, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

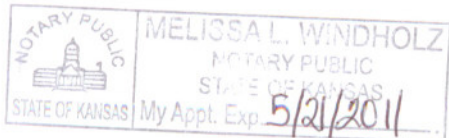
STATE OF KANSAS, COUNTY OF ELLIS, SS:

**SUBSCRIBED AND SWORN** to before me this 4<sup>th</sup> day of December, 2009, by Kenneth Vehige, President of Black Diamond Oil, Inc., who is personally known to me to be the same person and president of said corporation, who executed the above and foregoing instrument and who duly acknowledged the execution of the same as his free and voluntary act and deed for the uses and purposes therein set forth on behalf of the corporation.

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

My commission expires: 5/21/2011

Melissa L. Windholz  
Notary Public Melissa L. Windholz



**Termination by Operator.** This agreement may be terminated by Operator whenever it determines that operations are no longer profitable or feasible.

**Effect of Termination.** Upon termination of this agreement, the further development and operation of the unit shall be abandoned, operations shall cease, and thereafter the parties shall be governed by the provisions of the leases and other instruments affecting the separate leases.

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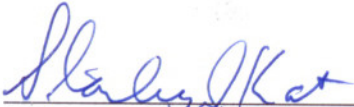
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**BLACK DIAMOND OIL, INC.**

  
\_\_\_\_\_  
Stanley J. Kats, President  
Rocking Three Farms, LLC

\_\_\_\_\_  
Kenneth Vehige, President

\_\_\_\_\_  
James R. Baird, President  
Baird Oil Company, LLC

\_\_\_\_\_  
Dena Vehige, Secretary

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF PHILLIPS, SS:

**SUBSCRIBED AND SWORN** to before me this 10<sup>th</sup> day of September, 2009, by Stanley J. Kats, President of Rocking Three Farms, LLC, who is personally known to me to be the same person and president of said corporation, who executed the above and foregoing instrument and who duly acknowledged the execution of the same as his free and voluntary act and deed for the uses and purposes therein set forth on behalf of the corporation.

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



Barbara Grieb  
Notary Public

My commission expires: 10/29/2011

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF PHILLIPS, SS:

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by James R. Baird, President of Baird Oil Company, LLC, who is personally known to me to be the same person and president of said corporation, who executed the above and foregoing instrument and who duly acknowledged the execution of the same as his free and voluntary act and deed for the uses and purposes therein set forth on behalf of the corporation.

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

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF GRAHAM, SS:

NOW on this \_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public in and for said county and state, personally appeared Frances Logback as attorney in fact for Mary D. Boyd, known to me to be the same person who executed the above and foregoing instrument of writing and acknowledged to me that she executed the same for the purposes therein stated.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**Termination by Operator.** This agreement may be terminated by Operator whenever it determines that operations are no longer profitable or feasible.

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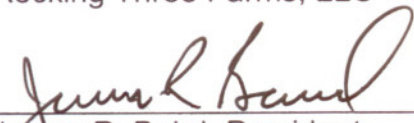
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Kenneth Vehige, President

  
\_\_\_\_\_  
James R. Baird, President  
Baird Oil Company, LLC

\_\_\_\_\_  
Dena Vehige, Secretary

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF PHILLIPS, SS:

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by Stanley J. Kats, President of Rocking Three Farms, LLC, who is personally known to me to be the same person and president of said corporation, who executed the above and foregoing instrument and who duly acknowledged the execution of the same as his free and voluntary act and deed for the uses and purposes therein set forth on behalf of the corporation.

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

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF PHILLIPS, SS:

**SUBSCRIBED AND SWORN** to before me this 10<sup>th</sup> day of SEPTEMBER, 2009, by James R. Baird, President of Baird Oil Company, LLC, who is personally known to me to be the same person and president of said corporation, who executed the above and foregoing instrument and who duly acknowledged the execution of the same as his free and voluntary act and deed for the uses and purposes therein set forth on behalf of the corporation.

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

My commission expires: 3/29/11

Robert B. Hartman  
Notary Public



**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF GRAHAM, SS:

NOW on this \_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public in and for said county and state, personally appeared Frances Logback as attorney in fact for Mary D. Boyd, known to me to be the same person who executed the above and foregoing instrument of writing and acknowledged to me that she executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

Mary D. Boyd  
by her attorney-in-fact  
Frances Logback

Mary D. Boyd, by her attorney-in-fact  
Frances Logback

Frances Logback

Richard D. Boyd, Trustee of the Richard D.  
Boyd Trust dated February 1, 2005

James Logback

Mary Beth Boyd, Trustee of the Richard  
D. Boyd Trust dated February 1, 2005

Patricia M. Boyd

Washburn College n/k/a Washburn  
Endowment Association by

Mary Kay Davignon, Manager of  
MKD Farms, LLC

Anne K. Brockhoff

Thomas M. Krauss

Wally Brockhoff

Andrea Krug Krauss

Joseph A. Hambright

Elizabeth James

Wynne James

Janice M. Stevens, Trustee of the Arden M.  
Brewer and Helen M. Brewer Trust dated  
April 2, 1999,

Teresa M. Bowman, Trustee,  
Teresa M. Bowman Living Trust  
dated August 22, 2005

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF PHILLIPS, SS:

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by Stanley J. Kats, President of Rocking Three Farms, LLC, who is personally known to me to be the same person and president of said corporation, who executed the above and foregoing instrument and who duly acknowledged the execution of the same as his free and voluntary act and deed for the uses and purposes therein set forth on behalf of the corporation.

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

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF PHILLIPS, SS:

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by James R. Baird, President of Baird Oil Company, LLC, who is personally known to me to be the same person and president of said corporation, who executed the above and foregoing instrument and who duly acknowledged the execution of the same as his free and voluntary act and deed for the uses and purposes therein set forth on behalf of the corporation.

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

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

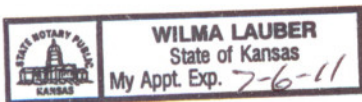
**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF GRAHAM, SS:

NOW on this 11<sup>th</sup> day of September, 2009, before me a Notary Public in and for said county and state, personally appeared Frances Logback as attorney in fact for Mary D. Boyd, known to me to be the same person who executed the above and foregoing instrument of writing and acknowledged to me that she executed the same for the purposes therein stated.

My commission expires:

*Wilma Lauber*  
\_\_\_\_\_  
Notary Public



\_\_\_\_\_  
Mary D. Boyd, by her attorney-in-fact  
Frances Logback

*Frances Logback*  
\_\_\_\_\_  
Frances Logback

\_\_\_\_\_  
Richard D. Boyd, Trustee of the Richard D.  
Boyd Trust dated February 1, 2005

*James Logback*  
\_\_\_\_\_  
James Logback

\_\_\_\_\_  
Mary Beth Boyd, Trustee of the Richard  
D. Boyd Trust dated February 1, 2005

\_\_\_\_\_  
Patricia M. Boyd

\_\_\_\_\_  
Washburn College n/k/a Washburn  
Endowment Association by \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mary Kay Davignon, Manager of  
MKD Farms, LLC

\_\_\_\_\_  
Anne K. Brockhoff

\_\_\_\_\_  
Thomas M. Krauss

\_\_\_\_\_  
Wally Brockhoff

\_\_\_\_\_  
Andrea Krug Krauss

\_\_\_\_\_  
Joseph A. Hambright

\_\_\_\_\_  
Elizabeth James

\_\_\_\_\_  
Wynne James

\_\_\_\_\_  
Janice M. Stevens, Trustee of the Arden M.  
Brewer and Helen M. Brewer Trust dated  
April 2, 1999,

\_\_\_\_\_  
Teresa M. Bowman, Trustee,  
Teresa M. Bowman Living Trust  
dated August 22, 2005



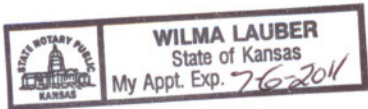
**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF GRAHAM, SS:

NOW on this 11<sup>th</sup> day of September, 2009, before me a Notary Public in and for said county and state, personally appeared Frances Logback and James Logback, her husband, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires:

Wilma Lauber  
Notary Public



**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF NORTON, SS:

NOW on this \_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public in and for said county and state, personally appeared Richard D. Boyd and Mary Beth Boyd, his wife, Trustees of the Richard D. Boyd Trust dated February 1, 2005, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA, COUNTY OF \_\_\_\_\_, SS:

NOW on this \_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public in and for said county and state, personally appeared Patricia M. Boyd, known to me to be the same person who executed the above and foregoing instrument of writing and acknowledged to me that she executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Mary D. Boyd, by her attorney-in-fact  
Frances Logback

\_\_\_\_\_  
Frances Logback

*Richard D. Boyd*  
\_\_\_\_\_  
Richard D. Boyd, Trustee of the Richard D.  
Boyd Trust dated February 1, 2005

\_\_\_\_\_  
James Logback

*Mary Beth Boyd*  
\_\_\_\_\_  
Mary Beth Boyd, Trustee of the Richard  
D. Boyd Trust dated February 1, 2005

\_\_\_\_\_  
Patricia M. Boyd

\_\_\_\_\_  
Washburn College n/k/a Washburn  
Endowment Association by \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mary Kay Davignon, Manager of  
MKD Farms, LLC

\_\_\_\_\_  
Anne K. Brockhoff

\_\_\_\_\_  
Thomas M. Krauss

\_\_\_\_\_  
Wally Brockhoff

\_\_\_\_\_  
Andrea Krug Krauss

\_\_\_\_\_  
Joseph A. Hambright

\_\_\_\_\_  
Elizabeth James

\_\_\_\_\_  
Wynne James

\_\_\_\_\_  
Janice M. Stevens, Trustee of the Arden M.  
Brewer and Helen M. Brewer Trust dated  
April 2, 1999,

\_\_\_\_\_  
Teresa M. Bowman, Trustee,  
Teresa M. Bowman Living Trust  
dated August 22, 2005

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF GRAHAM, SS:

NOW on this \_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public in and for said county and state, personally appeared Frances Logback and James Logback, her husband, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF NORTON, SS:

NOW on this 22<sup>nd</sup> day of September, 2009, before me a Notary Public in and for said county and state, personally appeared Richard D. Boyd and Mary Beth Boyd, his wife, Trustees of the Richard D. Boyd Trust dated February 1, 2005, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires:



Debra A. Lydic  
Notary Public

**ACKNOWLEDGMENT**

STATE OF CALIFORNIA, COUNTY OF \_\_\_\_\_, SS:

NOW on this \_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public in and for said county and state, personally appeared Patricia M. Boyd, known to me to be the same person who executed the above and foregoing instrument of writing and acknowledged to me that she executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Mary D. Boyd, by her attorney-in-fact  
Frances Logback

\_\_\_\_\_  
Frances Logback

\_\_\_\_\_  
Richard D. Boyd, Trustee of the Richard D.  
Boyd Trust dated February 1, 2005

\_\_\_\_\_  
James Logback

  
\_\_\_\_\_  
Patricia M. Boyd

\_\_\_\_\_  
Mary Beth Boyd, Trustee of the Richard  
D. Boyd Trust dated February 1, 2005

\_\_\_\_\_  
Mary Kay Davignon, Manager of  
MKD Farms, LLC

\_\_\_\_\_  
Washburn College n/k/a Washburn  
Endowment Association by \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Anne K. Brockhoff

\_\_\_\_\_  
Thomas M. Krauss

\_\_\_\_\_  
Wally Brockhoff

\_\_\_\_\_  
Andrea Krug Krauss

\_\_\_\_\_  
Joseph A. Hambright

\_\_\_\_\_  
Elizabeth James

\_\_\_\_\_  
Wynne James

\_\_\_\_\_  
Janice M. Stevens, Trustee of the Arden M.  
Brewer and Helen M. Brewer Trust dated  
April 2, 1999,

\_\_\_\_\_  
Teresa M. Bowman, Trustee,  
Teresa M. Bowman Living Trust  
dated August 22, 2005

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF GRAHAM, SS:

NOW on this \_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public in and for said county and state, personally appeared Frances Logback and James Logback, her husband, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF NORTON, SS:

NOW on this \_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public in and for said county and state, personally appeared Richard D. Boyd and Mary Beth Boyd, his wife, Trustees of the Richard D. Boyd Trust dated February 1, 2005, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

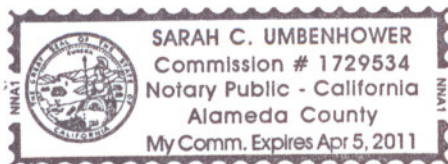
ACKNOWLEDGMENT

STATE OF CALIFORNIA, COUNTY OF Alameda, SS:

NOW on this 17 day of September, 2009, before me a Notary Public in and for said county and state, personally appeared Patricia M. Boyd, known to me to be the same person who executed the above and foregoing instrument of writing and acknowledged to me that she executed the same for the purposes therein stated.

My commission expires: 04-05-2011

Sarah C Umbenhowe  
Notary Public



\_\_\_\_\_  
Mary D. Boyd, by her attorney-in-fact  
Frances Logback


\_\_\_\_\_  
Frances Logback

\_\_\_\_\_  
Richard D. Boyd, Trustee of the Richard D.  
Boyd Trust dated February 1, 2005

\_\_\_\_\_  
James Logback

\_\_\_\_\_  
Mary Beth Boyd, Trustee of the Richard  
D. Boyd Trust dated February 1, 2005

\_\_\_\_\_  
Patricia M. Boyd

\_\_\_\_\_  
  
Washburn College n/k/a Washburn  
Endowment Association by JIM STOWSON  
DIRECTOR OF FINANCE

\_\_\_\_\_  
Mary Kay Davignon, Manager of  
MKD Farms, LLC

\_\_\_\_\_  
Anne K. Brockhoff

\_\_\_\_\_  
Thomas M. Krauss

\_\_\_\_\_  
Wally Brockhoff

\_\_\_\_\_  
Andrea Krug Krauss

\_\_\_\_\_  
Joseph A. Hambright

\_\_\_\_\_  
Elizabeth James

\_\_\_\_\_  
Wynne James

\_\_\_\_\_  
Janice M. Stevens, Trustee of the Arden M.  
Brewer and Helen M. Brewer Trust dated  
April 2, 1999,

\_\_\_\_\_  
Teresa M. Bowman, Trustee,  
Teresa M. Bowman Living Trust  
dated August 22, 2005

ACKNOWLEDGMENT

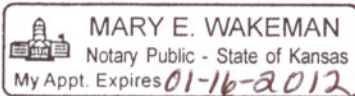
STATE OF KANSAS, COUNTY OF SHAWNEE, SS:

SUBSCRIBED AND SWORN to before me this 11th day of September, 2009, by Jim Stegsdill, Director of Finance of Washburn College n/k/a Washburn Endowment Association, who is personally known to me to be the same person and representative of said college, who executed the above and foregoing instrument and who duly acknowledged the execution of the same as her free and voluntary act and deed for the uses and purposes therein set forth on behalf of the college.

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

My commission expires: January 16, 2012

Mary E. Wakeman
Notary Public



ACKNOWLEDGMENT

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS:

NOW on this \_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public in and for said county and state, personally appeared Anne K. Brockhoff and Wally Brockhoff, her husband, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF RUSSELL, SS:

NOW on this \_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public in and for said county and state, personally appeared Thomas M. Krauss and Andrea Krug Krauss, his wife, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Mary D. Boyd, by her attorney-in-fact  
Frances Logback

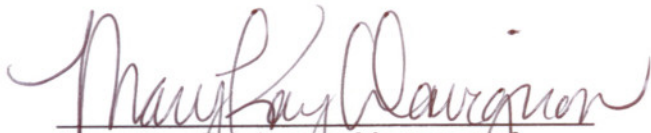
\_\_\_\_\_  
Frances Logback

\_\_\_\_\_  
Richard D. Boyd, Trustee of the Richard D.  
Boyd Trust dated February 1, 2005

\_\_\_\_\_  
James Logback

\_\_\_\_\_  
Mary Beth Boyd, Trustee of the Richard  
D. Boyd Trust dated February 1, 2005

\_\_\_\_\_  
Patricia M. Boyd

  
\_\_\_\_\_  
Mary Kay Davignon, ~~Manager of~~  
MKD Farms, LLC ~~President~~

\_\_\_\_\_  
Washburn College n/k/a Washburn  
Endowment Association by \_\_\_\_\_

\_\_\_\_\_  
Anne K. Brockhoff

\_\_\_\_\_  
Thomas M. Krauss

\_\_\_\_\_  
Wally Brockhoff

\_\_\_\_\_  
Andrea Krug Krauss

\_\_\_\_\_  
Joseph A. Hambright

\_\_\_\_\_  
Elizabeth James

\_\_\_\_\_  
Wynne James

\_\_\_\_\_  
Janice M. Stevens, Trustee of the Arden M.  
Brewer and Helen M. Brewer Trust dated  
April 2, 1999,

\_\_\_\_\_  
Teresa M. Bowman, Trustee,  
Teresa M. Bowman Living Trust  
dated August 22, 2005



**ACKNOWLEDGMENT**

STATE OF COLORADO, COUNTY OF \_\_\_\_\_, SS:

NOW on this \_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public in and for said county and state, personally appeared Joseph A. Hambright, known to me to be the same person who executed the above and foregoing instrument of writing and acknowledged to me that he executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, SS:

NOW on this \_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public in and for said county and state, personally appeared Elizabeth James and Wynne James, her husband, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF GRAHAM, SS:

**SUBSCRIBED AND SWORN** to before me this 16<sup>th</sup> day of September, 2009, by Mary Kay Davignon, President of MKD Farms, LLC, who is personally known to me to be the same person and president of said corporation, who executed the above and foregoing instrument and who duly acknowledged the execution of the same as her free and voluntary act and deed for the uses and purposes therein set forth on behalf of the corporation.

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

My commission expires: 7/25/2010

Patricia A. Thurlow  
Notary Public



\_\_\_\_\_  
Mary D. Boyd, by her attorney-in-fact  
Frances Logback

\_\_\_\_\_  
Frances Logback

\_\_\_\_\_  
Richard D. Boyd, Trustee of the Richard D.  
Boyd Trust dated February 1, 2005

\_\_\_\_\_  
James Logback

\_\_\_\_\_  
Mary Beth Boyd, Trustee of the Richard  
D. Boyd Trust dated February 1, 2005

\_\_\_\_\_  
Patricia M. Boyd

\_\_\_\_\_  
Washburn College n/k/a Washburn  
Endowment Association by \_\_\_\_\_

\_\_\_\_\_  
Mary Kay Davignon, Manager of  
MKD Farms, LLC

  
\_\_\_\_\_  
Anne K. Brockhoff

\_\_\_\_\_  
Thomas M. Krauss

  
\_\_\_\_\_  
Wally Brockhoff

\_\_\_\_\_  
Andrea Krug Krauss

\_\_\_\_\_  
Joseph A. Hambright

\_\_\_\_\_  
Elizabeth James

\_\_\_\_\_  
Wynne James

\_\_\_\_\_  
Janice M. Stevens, Trustee of the Arden M.  
Brewer and Helen M. Brewer Trust dated  
April 2, 1999,

\_\_\_\_\_  
Teresa M. Bowman, Trustee,  
Teresa M. Bowman Living Trust  
dated August 22, 2005

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF SHAWNEE, SS:

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_, \_\_\_\_\_ of Washburn College n/k/a Washburn Endowment Association, who is personally known to me to be the same person and representative of said college, who executed the above and foregoing instrument and who duly acknowledged the execution of the same as her free and voluntary act and deed for the uses and purposes therein set forth on behalf of the college.

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

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

STATE OF Missouri, COUNTY OF Jackson, SS:

NOW on this 24<sup>th</sup> day of September, 2009, before me a Notary Public in and for said county and state, personally appeared Anne K. Brockhoff and Wally Brockhoff, her husband, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires: 5-22-2012

Cindy L. Bunker  
Notary Public Cindy L. Bunker

**CINDY L. BUNKER**  
Commission #08414475  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jackson County  
My Commission Expires: May 22, 2012

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RUSSELL, SS:

NOW on this \_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public in and for said county and state, personally appeared Thomas M. Krauss and Andrea Krug Krauss, his wife, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Mary D. Boyd, by her attorney-in-fact  
Frances Logback

\_\_\_\_\_  
Frances Logback

\_\_\_\_\_  
Richard D. Boyd, Trustee of the Richard D.  
Boyd Trust dated February 1, 2005

\_\_\_\_\_  
James Logback

\_\_\_\_\_  
Mary Beth Boyd, Trustee of the Richard  
D. Boyd Trust dated February 1, 2005

\_\_\_\_\_  
Patricia M. Boyd

\_\_\_\_\_  
Washburn College n/k/a Washburn  
Endowment Association by \_\_\_\_\_

\_\_\_\_\_  
Mary Kay Davignon, Manager of  
MKD Farms, LLC

\_\_\_\_\_  
Anne K. Brockhoff

*Thomas M. Krauss*  
\_\_\_\_\_  
Thomas M. Krauss

\_\_\_\_\_  
Wally Brockhoff

*Andrea Krug Krauss*  
\_\_\_\_\_  
Andrea Krug Krauss

\_\_\_\_\_  
Joseph A. Hambright

\_\_\_\_\_  
Elizabeth James

\_\_\_\_\_  
Wynne James

\_\_\_\_\_  
Janice M. Stevens, Trustee of the Arden M.  
Brewer and Helen M. Brewer Trust dated  
April 2, 1999,

\_\_\_\_\_  
Teresa M. Bowman, Trustee,  
Teresa M. Bowman Living Trust  
dated August 22, 2005

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF SHAWNEE, SS:

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_, \_\_\_\_\_ of Washburn College n/k/a Washburn Endowment Association, who is personally known to me to be the same person and representative of said college, who executed the above and foregoing instrument and who duly acknowledged the execution of the same as her free and voluntary act and deed for the uses and purposes therein set forth on behalf of the college.

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

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS:

NOW on this \_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public in and for said county and state, personally appeared Anne K. Brockhoff and Wally Brockhoff, her husband, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF RUSSELL, SS:

NOW on this 17 day of September, 2009, before me a Notary Public in and for said county and state, personally appeared Thomas M. Krauss and Andrea Krug Krauss, his wife, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires:

Stacy L. Craig  
\_\_\_\_\_  
Notary Public STACY L. CRAIG



\_\_\_\_\_  
Mary D. Boyd, by her attorney-in-fact  
Frances Logback

\_\_\_\_\_  
Frances Logback

\_\_\_\_\_  
Richard D. Boyd, Trustee of the Richard D.  
Boyd Trust dated February 1, 2005

\_\_\_\_\_  
James Logback

\_\_\_\_\_  
Mary Beth Boyd, Trustee of the  
Richard D. Boyd Trust dated  
February 1, 2005

\_\_\_\_\_  
Patricia M. Boyd

\_\_\_\_\_  
Washburn College n/k/a Washburn  
Endowment Association by \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mary Kay Davignon, Manager of  
MKD Farms, LLC

\_\_\_\_\_  
Anne K. Brockhoff

\_\_\_\_\_  
Thomas M. Krauss

\_\_\_\_\_  
Wally Brockhoff

  
\_\_\_\_\_  
Joseph A. Hambright

\_\_\_\_\_  
Andrea Krug Krauss

\_\_\_\_\_  
Elizabeth James

\_\_\_\_\_  
Wynne James

\_\_\_\_\_  
Janice M. Stevens, Trustee of the Arden M.  
Brewer and Helen M. Brewer Trust dated  
April 2, 1999,

\_\_\_\_\_  
Teresa M. Bowman, Trustee,  
Teresa M. Bowman Living Trust  
dated August 22, 2005

**ACKNOWLEDGMENT**

STATE OF COLORADO, COUNTY OF Mesa, SS:

NOW on this 2 day of February, 2010, before me a Notary Public in and for said county and state, personally appeared Joseph A. Hambright, known to me to be the same person who executed the above and foregoing instrument of writing and acknowledged to me that he executed the same for the purposes therein stated.

My commission expires: 8/29/11

Theresa Cummings  
Notary Public  
Theresa Cummings



**ACKNOWLEDGMENT**

STATE OF MARYLAND, COUNTY OF \_\_\_\_\_, SS:

NOW on this \_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public in and for said county and state, personally appeared Elizabeth James and Wynne James, her husband, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF GRAHAM, SS:

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by Mary Kay Davignon, President of MKD Farms, LLC, who is personally known to me to be the same person and president of said corporation, who executed the above and foregoing instrument and who duly acknowledged the execution of the same as her free and voluntary act and deed for the uses and purposes therein set forth on behalf of the corporation.

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

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Mary D. Boyd, by her attorney-in-fact  
Frances Logback

\_\_\_\_\_  
Frances Logback

\_\_\_\_\_  
Richard D. Boyd, Trustee of the Richard D.  
Boyd Trust dated February 1, 2005

\_\_\_\_\_  
James Logback

\_\_\_\_\_  
Mary Beth Boyd, Trustee of the Richard  
D. Boyd Trust dated February 1, 2005

\_\_\_\_\_  
Patricia M. Boyd

\_\_\_\_\_  
Washburn College n/k/a Washburn  
Endowment Association by \_\_\_\_\_

\_\_\_\_\_  
Mary Kay Davignon, Manager of  
MKD Farms, LLC

\_\_\_\_\_  
Anne K. Brockhoff

\_\_\_\_\_  
Thomas M. Krauss

\_\_\_\_\_  
Wally Brockhoff

\_\_\_\_\_  
Andrea Krug Krauss

\_\_\_\_\_  
Joseph A. Hambright

\_\_\_\_\_  
  
Elizabeth James

\_\_\_\_\_  
  
Wynne James

\_\_\_\_\_  
Janice M. Stevens, Trustee of the Arden M.  
Brewer and Helen M. Brewer Trust dated  
April 2, 1999,

\_\_\_\_\_  
Teresa M. Bowman, Trustee,  
Teresa M. Bowman Living Trust  
dated August 22, 2005



**ACKNOWLEDGMENT**

STATE OF COLORADO, COUNTY OF \_\_\_\_\_, SS:

NOW on this \_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public in and for said county and state, personally appeared Joseph A. Hambright, known to me to be the same person who executed the above and foregoing instrument of writing and acknowledged to me that he executed the same for the purposes therein stated.

My commission expires: \_\_\_\_\_

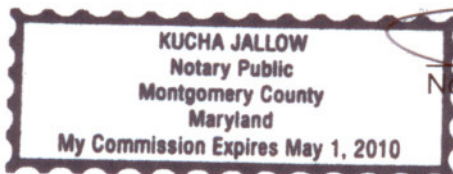
\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

STATE OF MARYLAND, COUNTY OF Montgomery, SS:

NOW on this 24<sup>th</sup> day of September, 2009, before me a Notary Public in and for said county and state, personally appeared Elizabeth James and Wynne James, her husband, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires: \_\_\_\_\_



[Signature]  
\_\_\_\_\_  
Notary Public



**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF GRAHAM, SS:

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by Mary Kay Davignon, President of MKD Farms, LLC, who is personally known to me to be the same person and president of said corporation, who executed the above and foregoing instrument and who duly acknowledged the execution of the same as her free and voluntary act and deed for the uses and purposes therein set forth on behalf of the corporation.

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

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Mary D. Boyd, by her attorney-in-fact  
Frances Logback

\_\_\_\_\_  
Frances Logback

\_\_\_\_\_  
Richard D. Boyd, Trustee of the Richard D.  
Boyd Trust dated February 1, 2005

\_\_\_\_\_  
James Logback

\_\_\_\_\_  
Mary Beth Boyd, Trustee of the Richard  
D. Boyd Trust dated February 1, 2005

\_\_\_\_\_  
Patricia M. Boyd

\_\_\_\_\_  
Washburn College n/k/a Washburn  
Endowment Association by \_\_\_\_\_

\_\_\_\_\_  
Mary Kay Davignon, Manager of  
MKD Farms, LLC

\_\_\_\_\_  
Anne K. Brockhoff

\_\_\_\_\_  
Thomas M. Krauss

\_\_\_\_\_  
Wally Brockhoff

\_\_\_\_\_  
Andrea Krug Krauss

\_\_\_\_\_  
Joseph A. Hambright

\_\_\_\_\_  
Elizabeth James

\_\_\_\_\_  
Wynne James

\_\_\_\_\_  
*Janice M. Stevens Lausta*  
Janice M. Stevens, Trustee of the Arden M.  
Brewer and Helen M. Brewer Trust dated  
April 2, 1999,

\_\_\_\_\_  
Teresa M. Bowman, Trustee,  
Teresa M. Bowman Living Trust  
dated August 22, 2005

ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF ROOKS, SS:

NOW on this \_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public in and for said county and state, personally appeared Teresa M. Bowman, Trustee of the Teresa M. Bowman Living Trust dated August 22, 2005, known to me to be the same person who executed the above and foregoing instrument of writing and acknowledged to me that she executed the same for the purposes therein stated.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT

STATE OF Oregon, COUNTY OF Washington, SS:

NOW on this 5<sup>th</sup> day of October, 2009, before me a Notary Public in and for said county and state, personally appeared Janice M. Stevens, Trustee of the Arden M. Brewer and Helen M. Brewer Trust dated April 2, 1999, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires: 3-19-10

Shirlee J. O'Connor  
Notary Public Shirlee J. O'Connor



ACKNOWLEDGMENT

STATE OF KANSAS, COUNTY OF ELLIS, SS:

**SUBSCRIBED AND SWORN** to before me this \_\_\_ day of \_\_\_\_\_, 2009, by Kenneth Vehige, President of Black Diamond Oil, Inc., who is personally known to me to be the same person and president of said corporation, who executed the above and foregoing instrument and who duly acknowledged the execution of the same as his free and voluntary act and deed for the uses and purposes therein set forth on behalf of the corporation.

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

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Mary D. Boyd, by her attorney-in-fact  
Frances Logback

\_\_\_\_\_  
Frances Logback

\_\_\_\_\_  
Richard D. Boyd, Trustee of the Richard D.  
Boyd Trust dated February 1, 2005

\_\_\_\_\_  
James Logback

\_\_\_\_\_  
Mary Beth Boyd, Trustee of the Richard  
D. Boyd Trust dated February 1, 2005

\_\_\_\_\_  
Patricia M. Boyd

\_\_\_\_\_  
Washburn College n/k/a Washburn  
Endowment Association by \_\_\_\_\_

\_\_\_\_\_  
Mary Kay Davignon, Manager of  
MKD Farms, LLC

\_\_\_\_\_  
Anne K. Brockhoff

\_\_\_\_\_  
Thomas M. Krauss

\_\_\_\_\_  
Wally Brockhoff

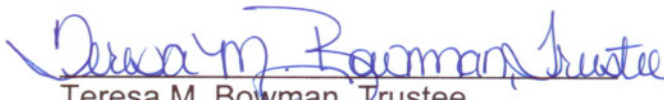
\_\_\_\_\_  
Andrea Krug Krauss

\_\_\_\_\_  
Joseph A. Hambright

\_\_\_\_\_  
Elizabeth James

\_\_\_\_\_  
Wynne James

\_\_\_\_\_  
Janice M. Stevens, Trustee of the Arden M.  
Brewer and Helen M. Brewer Trust dated  
April 2, 1999,

  
Teresa M. Bowman, Trustee,  
Teresa M. Bowman Living Trust  
dated August 22, 2005

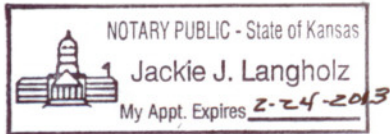
**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF ROOKS, SS:

NOW on this 8<sup>th</sup> day of October, 2009, before me a Notary Public in and for said county and state, personally appeared Teresa M. Bowman, Trustee of the Teresa M. Bowman Living Trust dated August 22, 2005, known to me to be the same person who executed the above and foregoing instrument of writing and acknowledged to me that she executed the same for the purposes therein stated.

My commission expires: 2-24-2013

Jackie J. Langholz  
Notary Public



**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS:

NOW on this \_\_\_\_ day of \_\_\_\_\_, 2009, before me a Notary Public in and for said county and state, personally appeared Janice M. Stevens, Trustee of the Arden M. Brewer and Helen M. Brewer Trust dated April 2, 1999, known to me to be the same persons who executed the above and foregoing instrument of writing and acknowledged to me that they executed the same for the purposes therein stated.

My commission expires:

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF ELLIS, SS:

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by Kenneth Vehige, President of Black Diamond Oil, Inc., who is personally known to me to be the same person and president of said corporation, who executed the above and foregoing instrument and who duly acknowledged the execution of the same as his free and voluntary act and deed for the uses and purposes therein set forth on behalf of the corporation.

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

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

EXHIBIT A  
UNIT AREA

A TRACT IN THE NORTHEAST QUARTER (NE $\frac{1}{4}$ ) OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 19 WEST OF THE SIXTH P.M., Beginning at the Northeast Corner of said NE $\frac{1}{4}$ , thence West 450 feet, thence South 660 feet, thence East 450 feet, thence North 660 feet to the place of beginning , Rooks County, Kansas (hereinafter Brewer Land); and,

A TRACT IN THE NORTHWEST QUARTER (NW $\frac{1}{4}$ ) OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 19 WEST OF THE SIXTH P.M., Beginning at the Northwest Corner of said NW $\frac{1}{4}$ , thence East 450 feet, thence South 660 feet, thence West 450 feet, thence North 660 feet to the place of beginning, Rooks County, Kansas (hereinafter Rocking Three Farms Land)

**OIL AND GAS LEASES POOLED AND UNITIZED**

1. **Brewer Land Leases:**

a. Oil and Gas Lease dated March 23, 2008, recorded in Book 384, page 500, from Janice M. Stevens, Trustee of the Arden M. Brewer and Helen M. Brewer Trust dated April 2, 1999, Lessor, to and in favor of Black Diamond Oil, Inc., Lessee, and covering:

**THE NORTHEAST QUARTER (NE $\frac{1}{4}$ ) OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 19 WEST OF THE SIXTH P.M., Rooks County, Kansas, together with other land.**

2. **Rocking Three Farms Leases:**

a. **Oil and Gas Lease** dated March 18, 2008, recorded in Book 381, page 502, from Rocking Three Farms, LLC by Stanley J. Kats, President, Lessor, to and in favor of Black Diamond Oil, Inc., Lessee, and covering:

**THE NORTHWEST QUARTER (NW $\frac{1}{4}$ ) OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 19 WEST OF THE SIXTH P.M., Rooks County, Kansas.**

b. **Oil and Gas Lease** dated May 7, 2008, recorded in Book 384, page 403, from Baird Oil Company, LLC, Lessor, to and in favor of Black Diamond Oil, Inc., Lessee, and

covering:

**THE NORTHWEST QUARTER (NW¼) OF SECTION 8, TOWNSHIP 6 SOUTH,  
RANGE 19 WEST OF THE SIXTH P.M., Rooks County, Kansas.**

c. **Oil and Gas Lease** dated May 20, 2008, recorded in Book 384, page 545, from Mary D. Boyd by her attorney in fact, Frances Logback, Lessor, to and in favor of Black Diamond Oil, Inc., Lessee, and covering:

**THE NORTHWEST QUARTER (NW¼) OF SECTION 8, TOWNSHIP 6 SOUTH,  
RANGE 19 WEST OF THE SIXTH P.M., Rooks County, Kansas.**

d. **Oil and Gas Lease** dated May 7, 2008, recorded in Book 384, page 544, from Frances Logback and James Logback, her husband, Lessors, to and in favor of Black Diamond Oil, Inc., Lessee, and covering:

**THE NORTHWEST QUARTER (NW¼) OF SECTION 8, TOWNSHIP 6 SOUTH,  
RANGE 19 WEST OF THE SIXTH P.M., Rooks County, Kansas.**

e. **Oil and Gas Lease** dated July 16, 2008, recorded in Book 390, page 263, from Richard D. Boyd and Mary Beth Boyd as Trustees of the Richard D. Boyd Trust dated February 1, 2005, Lessor, to and in favor of Black Diamond Oil, Inc., Lessee, and covering:

**THE NORTHWEST QUARTER (NW¼) OF SECTION 8, TOWNSHIP 6 SOUTH,  
RANGE 19 WEST OF THE SIXTH P.M., Rooks County, Kansas.**

f. **Oil and Gas Lease** dated May 7, 2008, recorded in Book 385, page 108, from Patricia M. Boyd, Lessor, to and in favor of Black Diamond Oil, Inc., Lessee, and covering:

**THE NORTHWEST QUARTER (NW¼) OF SECTION 8, TOWNSHIP 6 SOUTH,  
RANGE 19 WEST OF THE SIXTH P.M., Rooks County, Kansas.**

g. **Oil and Gas Lease** dated May 7, 2008, recorded in Book 385, page 200, from Washburn College n/k/a Washburn Endowment Association, Lessor, to and in favor of Black Diamond Oil, Inc., Lessee, and covering:

**THE NORTHWEST QUARTER (NW¼) OF SECTION 8, TOWNSHIP 6 SOUTH,  
RANGE 19 WEST OF THE SIXTH P.M., Rooks County, Kansas.**

h. **Oil and Gas Lease** dated May 23, 2008, recorded in Book 385, page 410, from Anne K. Brockhoff and Wally Brockhoff, her husband, Lessors, to and in favor of Black Diamond Oil, Inc., Lessee, and covering:

**THE NORTHWEST QUARTER (NW¼) OF SECTION 8, TOWNSHIP 6 SOUTH,  
RANGE 19 WEST OF THE SIXTH P.M., Rooks County, Kansas.**

i. **Oil and Gas Lease** dated May 23, 2008, recorded in Book 385, page 411, from Thomas M. Krauss and Andrea Krug Krauss, his wife, Lessors, to and in favor of Black Diamond Oil, Inc., Lessee, and covering:

**THE NORTHWEST QUARTER (NW¼) OF SECTION 8, TOWNSHIP 6 SOUTH,  
RANGE 19 WEST OF THE SIXTH P.M., Rooks County, Kansas.**

j. **Oil and Gas Lease** dated June 13, 2008, recorded in Book 386, page 156, from Joseph A. Hambright, Lessor, to and in favor of Black Diamond Oil, Inc., Lessee, and covering:

**THE NORTHWEST QUARTER (NW¼) OF SECTION 8, TOWNSHIP 6 SOUTH,  
RANGE 19 WEST OF THE SIXTH P.M., Rooks County, Kansas.**

k. **Oil and Gas Lease** dated May 20, 2008, recorded in Book 386, page 155, from Elizabeth James and Wynne James, her husband, Lessors, to and in favor of Black Diamond Oil, Inc., Lessee, and covering:

**THE NORTHWEST QUARTER (NW¼) OF SECTION 8, TOWNSHIP 6 SOUTH,  
RANGE 19 WEST OF THE SIXTH P.M., Rooks County, Kansas.**

l. **Oil and Gas Lease** dated December 16, 2008, recorded in Book 393, page 183, from MKD Farms, LLC by Mary Kay Davignon, President, Lessor, to and in favor of Black Diamond Oil, Inc., Lessee, and covering:

**THE NORTHWEST QUARTER (NW¼) OF SECTION 8, TOWNSHIP 6 SOUTH,  
RANGE 19 WEST OF THE SIXTH P.M., Rooks County, Kansas.**

m. **Oil and Gas Lease** dated December 31, 2008, recorded in Book 393, page 297, from Teresa M. Bowman, Trustee of the Teresa M. Bowman Living Trust dated August 22, 2005, Lessor, to and in favor of Black Diamond Oil, Inc., Lessee, and covering:

**THE NORTHWEST QUARTER (NW¼) OF SECTION 8, TOWNSHIP 6 SOUTH,  
RANGE 19 WEST OF THE SIXTH P.M., Rooks County, Kansas.**

**TRACT PARTICIPATION**

Each of the above tracts will participate equally (50/50) in the production of oil, gas and other minerals from the Unit Area.



## ROYALTY PARTICIPATION

Arden M. Brewer and Helen M. Brewer Trust, dated April 2, 1999	.062500 Royalty
Rocken 3 Farms, L.C.,	.046875 Royalty
Washburn College,	.00052085 Royalty
Joseph A. Hambright	.00416665 Royalty
Teresa M. Bowman as Trustee of the Teresa M. Bowman Living Trust dated August 22, 2005,	.0015625 Royalty
MKD Farms, LLC	.0015625 Royalty
Patricia M. Boyd	.0017578 Royalty
Thomas M. Krauss	.0004883 Royalty
Anne K. Brockhoff	.0004883 Royalty
Mary D. Boyd	.0009765 Royalty
Baird Oil Company, LLC	.0010254 Royalty
Richard D. Boyd and Mary Beth Boyd as Trustees of the Richard D. Boyd Trust dated February 1, 2005,	.0010254 Royalty
Frances Logback	.0010254 Royalty
Elizabeth James f/k/a Elizabeth Boyd	.0010254 Royalty