

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

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1042147

Form C-1

March 2010

Form must be Typed

Form must be Signed

All blanks must be Filled

NOTICE OF INTENT TO DRILL

Expected Spud Date:	month	day year	Spot Description:
	montn	day year	
OPERATOR: License#			feet from N / S Line of Section
Name:			feet from E / W Line of Section
Address 1:			Is SECTION: Regular Irregular?
City:	State:	_ Zip: +	County:
Contact Person:			Lease Name: Well #:
Phone:			Field Name:
CONTRACTOR: License#	<u> </u>		
Name:			- Target Formation(s):
			Nearest Lease or unit boundary line (in footage):
Well Drilled For:	Well Class:	Type Equipment:	
Oil Enh f	Rec Infield	Mud Rotary	Ground Surface Elevation:
Gas Stora	age Pool Ext.	Air Rotary	Water well within one-quarter mile: Yes No
Dispo	osal Wildcat	Cable	Public water supply well within one mile: Yes No
Seismic ;#	of Holes Other		Depth to bottom of fresh water:
Other:			Depth to bottom of usable water:
If OWNANO: aldall	information as falleres		Surface Pipe by Alternate: III
II OVVVVO: ola well	l information as follows	•	Length of Surface Pipe Planned to be set:
Operator:			Length of Conductor Pipe (if any):
Well Name:			_ Projected Total Depth:
Original Completion Da	ate: Ori	ginal Total Depth:	_ Formation at Total Depth:
			Water Source for Drilling Operations:
Directional, Deviated or Ho		Yes No	Well Farm Pond Other:
•			DWK Femili #.
			(Note: Apply for Fernill Will DWT
KCC DKT #:			- Will Cores be taken? Yes No
			If Yes, proposed zone:
		A F	TIDAVIT
The undersigned hereby	offirms that the drillir		FFIDAVIT
			lugging of this well will comply with K.S.A. 55 et. seq.
It is agreed that the follow	ving minimum require	ements will be met:	
 Notify the appropri 	•		
. ,		to drill shall be posted on each	5 5 .
			t by circulating cement to the top; in all cases surface pipe shall be set
•		us a minimum of 20 feet into t	, ,
		·	strict office on plug length and placement is necessary <i>prior to plugging</i> ;
			gged or production casing is cemented in; led from below any usable water to surface within 120 DAYS of spud date.
			#133,891-C, which applies to the KCC District 3 area, alternate II cementing
			pe plugged. <i>In all cases, NOTIFY district office</i> prior to any cementing.
act 20 completes	· ····································		programment in an ended, recent is an ended prior to any contenting.
ubmitted Electro	nically		
abilitied Liectro	riicany		
For KCC Use ONLY			Remember to:
			- File Certification of Compliance with the Kansas Surface Owner Notification
API # 15			Act (KSONA-1) with Intent to Drill;
Conductor pipe required		feet	- File Drill Pit Application (form CDP-1) with Intent to Drill;
Minimum surface pipe red	guired	feet per ALT.	 File Completion Form ACO-1 within 120 days of spud date; File acreage attribution plat according to field proration orders;
Approved by:			Notify appropriate district office 48 hours prior to workover or re-entry;
			Notify appropriate district office 48 flours prior to workover of re-entry, Submit plugging report (CP-4) after plugging is completed (within 60 days);
This authorization expire		10 months of an array data to	Obtain written approval before disposing or injecting salt water.
(1111S autriorization void if d	mung not started within	12 months of approval date.)	If well will not be drilled or permit has expired (See: authorized expiration date)

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

Spud date: _

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:	

Side Two



For KCC Use ONLY	
API # 15	

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.

					Well: County:		
					feet from		
					feet from feet from S. R.		of Section
					Wp O. 10.		**
				15 36011011.	Regular or Irre	gular	
				If Section is Section corr	s Irregular, locate well fron		ary.
St	now location i	of the well Show	y footage to the near	PLAT	ndary line. Show the predic	eted locations of	
			nd electrical lines, as		nsas Surface Owner Notice		
			Tou may attach	a separate plat ii de	Sireu.		
		 :			L	EGEND	
	:	······		:		Vell Location	
						ank Battery Location	
					D	ipeline Location	
						=	
		······· 			E	lectric Line Location	
			i		E	=	
		i			E	lectric Line Location	
		i			E	lectric Line Location	
					E L	lectric Line Location	
					E L	lectric Line Location ease Road Location	
					E L	lectric Line Location ease Road Location	
					E L	lectric Line Location ease Road Location	
			26		EXAMPLE	lectric Line Location ease Road Location	
			26		EXAMPLE	lectric Line Location ease Road Location	1980' FS
			26		EXAMPLE	lectric Line Location ease Road Location	1980' FS
			26		EXAMPLE	lectric Line Location ease Road Location	1980' FS
			26		EXAMPLE	lectric Line Location ease Road Location	1980' FS

In plotting the proposed location of the well, you must show:

705 ft.

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



KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

042147

Form CDP-1 May 2010 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: Emergency Pit Burn Pit	Pit is:	Existing	SecTwp R	
Settling Pit Drilling Pit	If Existing, date con	structed:	Feet from North / South Line of Section	
Workover Pit Haul-Off Pit (If WP Supply API No. or Year Drilled)	Pit capacity:	(bbls)	Feet from East / West Line of Section County	
Is the pit located in a Sensitive Ground Water A	rea? Yes 1	No	Chloride concentration: mg/l (For Emergency Pits and Settling Pits only)	
Is the bottom below ground level? Yes No	Artificial Liner?	0	How is the pit lined if a plastic liner is not used?	
Pit dimensions (all but working pits):	Length (fee	t)	Width (feet) N/A: Steel Pits	
Depth fro	m ground level to dee	pest point:	(feet) No Pit	
If the pit is lined give a brief description of the line material, thickness and installation procedure.			dures for periodic maintenance and determining ncluding any special monitoring.	
Distance to nearest water well within one-mile of	of pit:	Depth to shallor Source of inforr	west fresh water feet. mation:	
feet Depth of water wellfeet		measured	well owner electric log KDWR	
Emergency, Settling and Burn Pits ONLY:		Drilling, Worko	over and Haul-Off Pits ONLY:	
Producing Formation:		Type of material utilized in drilling/workover:		
Number of producing wells on lease:		Number of working pits to be utilized:		
Barrels of fluid produced daily:		Abandonment procedure:		
Does the slope from the tank battery allow all splow into the pit? Yes No	pilled fluids to	Drill pits must b	pe closed within 365 days of spud date.	
Submitted Electronically				
	KCC (OFFICE USE O	NLY Liner Steel Pit RFAC RFAS	
Date Received: Permit Numb	ber:	Permi	t Date: Lease Inspection: Yes No	



Kansas Corporation Commission Oil & Gas Conservation Division

1042147

Form KSONA-1
July 2010
Form Must Be Typed
Form must be Signed
All blanks must be Filled

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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 (CB-1)	Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	SecTwpS. R East
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: () Fax: ()	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
Address 1:	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
Address 2:	county, and in the real estate property tax records of the county treasurer.
City:	
the KCC with a plat showing the predicted locations of lease roads, tank	dic Protection Borehole Intent), you must supply the surface owners and k batteries, pipelines, and electrical lines. The locations shown on the plat in the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
☐ I certify that, pursuant to the Kansas Surface Owner Notice A owner(s) of the land upon which the subject well is or will be to CP-1 that I am filing in connection with this form; 2) if the form to form; and 3) my operator name, address, phone number, fax, at ☐ I have not provided this information to the surface owner(s). I at KCC will be required to send this information to the surface owner(s).	cknowledge that, because I have not provided this information, the vner(s). To mitigate the additional cost of the KCC performing this
task, I acknowledge that I am being charged a \$30.00 handling If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-	fee with this form. If the fee is not received with this form, the KSONA-1
Submitted Electronically	

OIL AND GAS LEASE

	ly of Ness	water, brine, and other substances into the subsurface strata, said tract of land being situated in the County of	water, brine, and
covenants exclusively asses as to luding core constituent ting roads, tion of said	iet and by these presents does hereby grant, lease, and let excludint by these presents does hereby grant, lease, and let excludint by this lease or any part thereof with other oil and gas leas ogical, geophysical and other exploratory work thereon, includ te, gas distillate, casinghead gasoline and their respective cor and substances into the subsurface strata, and for constructin thereon necessary or convenient for the economical operation h substances, and the injection of	1. That lessor, for and in consideration of the sum of	That less and agreements unto the lessee all or any part or drilling and the vapors, and all laying pipe lines land allone or co
vitness:	hereinafter called lessee, does v	andThomas Energy, Inc., 209 E. William, Ste. 908, Wichita, Kskshereinafter called lessee, does witness	andThom
led lessor,	hereinafter calledhereinafter called	Ness City, KS 67560 hereinafter call	
(de la fre)		Roger A. McCreight Revocable Living Trust	between
8 Mary Por	20.01	THIS AGREEMENT, Entered into this	THIS AGREE
W. Cre & M.	ASE	oil and gas lease	Form 88 (producers) Rev. 1-83 Paid-up Kansas -Oklahoma
ompany X	© 1983 David Carter Company	· · · · · · · · · · · · · · · · · · ·	LL88-1

Township 20 South, Range 24 West, Section 26: A tract of land in the S/2 described as follows: Beginning in the Southwest corner of the Southwest Quarter; thence North 1010 feet; thence East 5200 feet; thence South 616 feet; thence West 900 feet; thence South 394 feet; thence West 4300 feet to the point of beginning	Township 20 South, Range 24 West, Section 26: A tract of land in the S/2 described as follows: Beginning in the Southwest corner of the Southwest Quarter; thence North 1010 feet; thence East 5200 feet; thence South 616 feet; thence West 900 feet; thence South 394 feet; thence West 4300 feet to the point of beginning	tate of	State ofKansasKansas
	ntaining112acres, more or less.		Township 20 South, Range 24 West, Section 26: A tract of land in the S/2 described as follows: Beginning in the Southwest corner of the Southwest Quarter thence North 1010 feet; thence East 5200 feet; thence South 616 feet; thence West 900 feet; thence South 394 feet; thence West 4300 feet to the point of beginning

2. This lease shall remain in force for a term ofThree (3)years (called "primary term") and as long thereafter as oil, gas, casinghe casinghead gasoline or any of the products covered by this lease is or can be produced.	containing112acres, more or lass.
∋reafter as oil, gı	
as, casinghe	

- 3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth (1/8th) part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth (1/8th) royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.
- 4. The lessee shall pay to the lessor, as a royalty, one-eighth (1/8th) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to one dollar per net mineral acre, and while said shut in royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.
 5. This lease is a paid-up lease and may be maintained during the primary term without further payments or drilling operations.
 6. In the event said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein than the royalties herein provided for shall be paid to said lessor only in the proportion which his interest bears to the whole and undivided fee, however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.

- 7. The lessee shall have the right to use free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lessee shall have the right to use free of cost, gas, oil and water found on said land for its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lesse to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right at any time during, or after the expiration of this lesse, the covenants hereof shall extend to the heirs, it is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and no change of ownership in the land or in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the royalties or any sum due under this lesse shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing the appointment of an administrator for the estate of any deceased owner whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, or administrator, executor, or heir of lessor.

- 9. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalities accuring bereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.

 10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other lient existing, levied, or assessed on or against the above described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other lient experises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lient, any royalty accruring hereunder.

 11. If after the expirations within one hundred-twenty (120) days thereafter, or if at the expiration any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced, with no cessation of more than one hundred twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provisions of this lease.

 12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In ca
- 13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term of this lease shall continue until six months after said order is suspended.
- 14. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or lesses when, in lessee's judgment, it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of such minerals in and under said land, such pooling to be in a unit or units not exceeding 80 acres each in the event of a gas and/or condensate or distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter screage so pooled into a unit or units shall be treated for all purposes, except the payment of royalties on production from the pooled acres included in this lease. The entire production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified lessor shall receive on production from the unit so pooled unit shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.

 15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

ROGER A. McCREIGHT REVOCABLE LAVING TRUST

Roger A. McCreight, Trustee

State of Kansas - Ness County

Book: 317 Page: 429

Receipt #: 4350
Pages Recorded: 2
Cashier Initials: MH

Date Recorded: 7/16/2008 10:40:00 AM

Receipt #: 3239 Pages Recorded: 2 Cashier Initials: MH #: 323gook: Kansas - Ness County 312 Page: 762 Recording Fee:

100

To see

Date Recorded: 10/19/2007 4:35:00 PM

(PRODUCER'S SPECIAL) (PAID-UP)

OIL AND GAS LEAS m

order No. 09-115

Kansas Blue Print

700 S. Bradway PO Box 93

Wichita, KS 67201-0793

316-264-9344-264-5165 fax

www.kbp.com · kbp@kbp.com McCreider Unit Not but the

January Lessor, in consideration of the myalites herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Ness State of State of Kansas and whose mailing address DaMar Kristy 29, Development 8 9318 2005 and entered into Cranston, Shannon Co., Trustee Woods, മ 15th partnership, of Wichita, day of the Cranston Family Hays, S October 67226 S 67601 2007 Trust P hereinafter called Lessor (whether dated one 9 more),

The SOUTHWEST Quarter (SW/4)

n Section ______C. Township 20 South , Range 24 Wes and containing 160 acres, more or less, and all

Subject to the provisions herein contained, this lease shall remain in force for a term of three (3) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (%) part of all oil produced and saved from the lessed premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (%), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (%) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty. One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the leasee shall commence to drill a well within the term of this lease or any extension thereof, the leasee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said leasor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cont, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's operations below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereo is assigned, and the privilege of assigning in whole or in part is expressly allowed, the coverants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lesse, in whole or in part, lessee shall be relieved of all obligations are the successors or successors or assignment or a true copy thereof, in case lessee assigns this lesse, in whole or in part, lessee shall be relieved of all obligations as to the acreage surrendered.

All express or implied covenants of this lesse shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lessee shall not be

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any tinc to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land; lease or leases in the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units and exceeding 40 acres each in the event of an oil well, or into a unit or units and exceeding 40 acres each in the event of an oil well, or into a unit or units and exceeding 40 acres each in the event of an exceeding 500 acres each in the event of an exceeding 500 acres each in the event of a gas well. Lessee shall execute in writing and record into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled acresge, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

IN WITNESS WHEREOF, the confidence of the instrument SIA of the day By: Kristy

AY ALMAO

and year first above written Cranston Family January 29, 200 2005 Trust Þ dated

Cranston, Trustee

Kansas Off and Gas

