



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

KANSAS CORPORATION COMMISSION 1049766  
 OIL & GAS CONSERVATION DIVISION

Form C-1  
 March 2010

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

**NOTICE OF INTENT TO DRILL**

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

*Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, MUST be submitted with this form.*

Expected Spud Date: \_\_\_\_\_  
month day year

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

CONTRACTOR: License# \_\_\_\_\_  
 Name: \_\_\_\_\_

<b>Well Drilled For:</b>	<b>Well Class:</b>	<b>Type Equipment:</b>
<input type="checkbox"/> Oil	<input type="checkbox"/> Enh Rec	<input type="checkbox"/> Infield
<input type="checkbox"/> Gas	<input type="checkbox"/> Storage	<input type="checkbox"/> Pool Ext.
	<input type="checkbox"/> Disposal	<input type="checkbox"/> Wildcat
<input type="checkbox"/> Seismic ; _____ # of Holes	<input type="checkbox"/> Other	<input type="checkbox"/> Mud Rotary
<input type="checkbox"/> Other: _____		<input type="checkbox"/> Air Rotary
		<input type="checkbox"/> Cable
<input type="checkbox"/> 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. \_\_\_\_\_  E  W  
(Q/Q/Q/Q)  
 \_\_\_\_\_ 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**

<p><b>For KCC Use ONLY</b></p> <p>API # 15 - _____</p> <p>Conductor pipe required _____ feet</p> <p>Minimum surface pipe required _____ feet per ALT. <input type="checkbox"/> I <input type="checkbox"/> II</p> <p>Approved by: _____</p> <p><b>This authorization expires:</b> _____  <small>(This authorization void if drilling not started within 12 months of approval date.)</small></p> <p>Spud date: _____ Agent: _____</p>
--

**Remember to:**

- File Certification of Compliance with the Kansas Surface Owner Notification Act (KSONA-1) with Intent to Drill;
- File Drill Pit Application (form CDP-1) with Intent to Drill;
- File Completion Form ACO-1 within 120 days of spud date;
- File acreage attribution plat according to field proration orders;
- Notify appropriate district office 48 hours prior to workover or re-entry;
- Submit plugging report (CP-4) after plugging is completed (within 60 days);
- Obtain written approval before disposing or injecting salt water.
- If well will not be drilled or permit has expired (See: authorized expiration date) please check the box below and return to the address below.

**Well will not be drilled or Permit Expired** Date: \_\_\_\_\_  
 Signature of Operator or Agent: \_\_\_\_\_

E  
 W



1049766

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.

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

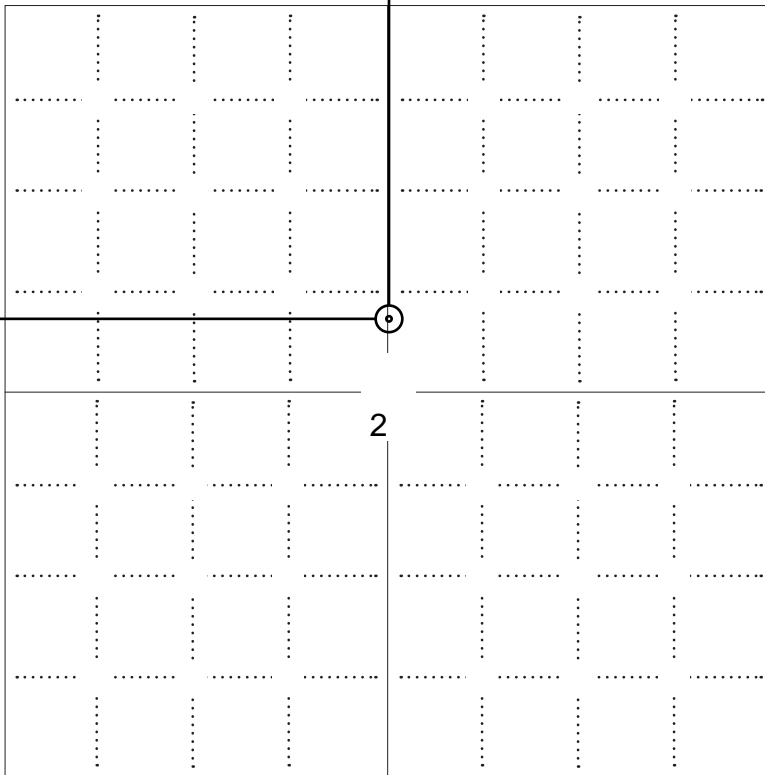
Show location of the well. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032).

*You may attach a separate plat if desired.*

2145 ft.

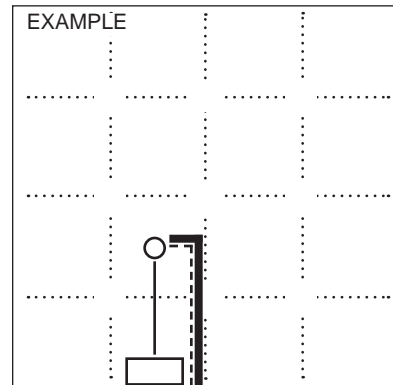
2640 ft.

2



### LEGEND

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



SEWARD CO. 3390' FEL

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



KANSAS CORPORATION COMMISSION 1049766  
OIL & GAS CONSERVATION DIVISION

Form CDP-1  
May 2010  
Form must be Typed

**APPLICATION FOR SURFACE PIT**

*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) <input type="checkbox"/> N/A: Steel Pits Depth from ground level to deepest point: _____ (feet) <input type="checkbox"/> No Pit			
If the pit is lined give a brief description of the liner material, thickness and installation procedure.		Describe procedures for periodic maintenance and determining liner integrity, including any special monitoring.	
Distance to nearest water well within one-mile of pit: _____ feet    Depth of water well _____ feet		Depth to shallowest fresh water _____ feet. Source of information: <input type="checkbox"/> measured <input type="checkbox"/> well owner <input type="checkbox"/> electric log <input type="checkbox"/> 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.	
<p><b>Submitted Electronically</b></p>			

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



# 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 (Cathodic Protection Borehole Intent)  T-1 (Transfer)  CP-1 (Plugging Application)

OPERATOR: License # \_\_\_\_\_  
Name: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_  
Email Address: \_\_\_\_\_

Well Location:  
\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Sec. \_\_\_\_ Twp. \_\_\_\_ S. R. \_\_\_\_  East  West  
County: \_\_\_\_\_  
Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

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

### Surface Owner Information:

Name: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

*When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.*

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

### Select one of the following:

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

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

I Submitted Electronically



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.

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

Location of Well: County: Montgomery  
 2,145 feet from  N /  S Line of Section  
 2,640 feet from  E /  W Line of Section  
 Sec. 2 Twp. 34 S. R. 14  E  W

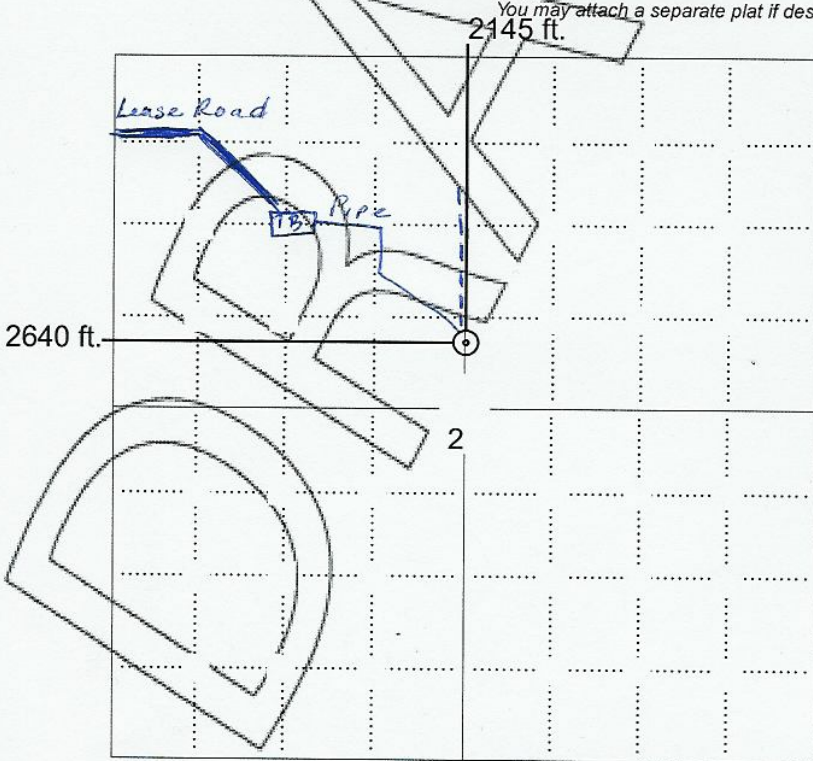
Number of Acres attributable to well: \_\_\_\_\_  
 QTR/QTR/QTR/QTR of acreage: N2 - S2 - S2 - N2

Is Section:  Regular or  Irregular

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

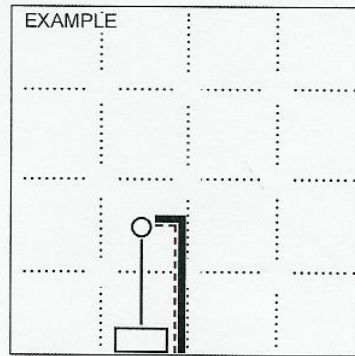
Section corner used:  NE  NW  SE  SW

**PLAT**  
 Show location of the well. Show footage to the nearest lease or unit boundary line. Show the predicted locations of lease roads, tank batteries, pipelines and electrical lines, as required by the Kansas Surface Owner Notice Act (House Bill 2032).  
 You may attach a separate plat if desired.



#### LEGEND

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



SEWARD CO. 3390' FEL

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

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

1. The manner in which you are using the depicted plat by identifying section lines, i.e. 1 section, 1 section with 8 surrounding sections, 4 sections, etc.
2. The distance of the proposed drilling location from the south / north and east / west outside section lines.
3. The distance to the nearest lease or unit boundary line (in footage).
4. If proposed location is located within a prorated or spaced field a certificate of acreage attribution plat must be attached: (CO-7 for oil wells; CG-8 for gas wells).
5. The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.

WELL LOCATIONS EXCEPTION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

3. Other Provisions.

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

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

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



STATE OF KANSAS )  
 ) SS:  
COUNTY OF MONTGOMERY )

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

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



Terri McDaniel

Printed Name:

NOTARY PUBLIC

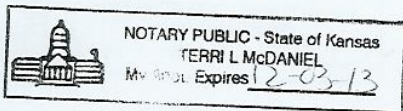
Terri L. McDaniel

My Appointment Expires:  
12-03-13

STATE OF KANSAS )  
 ) SS:  
COUNTY OF MONTGOMERY )

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

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



Terri McDaniel

Printed Name:

NOTARY PUBLIC

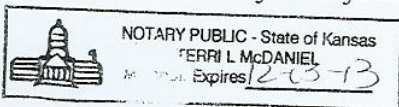
Terri L. McDaniel

My Appointment Expires:  
12-03-13

STATE OF KANSAS )  
 ) SS:  
COUNTY OF MONTGOMERY )

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

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



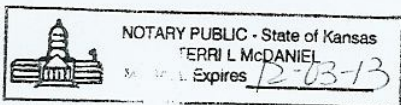
Terri McDaniel  
Printed Name:  
NOTARY PUBLIC  
Terri L. McDaniel

My Appointment Expires:  
12-03-13

STATE OF KANSAS )  
 ) SS:  
COUNTY OF MONTGOMERY )

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

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



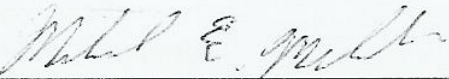
Terri McDaniel  
Printed Name:  
NOTARY PUBLIC  
Terri L. McDaniel


My Appointment Expires:  
12-03-13



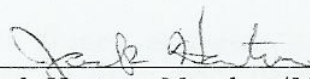
IN WITNESS WHEREOF this Agreement is executed by the parties effective as of the day and year first above written.

Southwinds Buffalo Ranch, Inc.

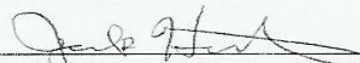
By:   
Mikel E. Melander, President

  
Kyle Finney, d/b/a Finney Oil Company

Red Buffalo Ranch, LLC

By:   
Jack Horton, Member/Manager

Kurtis Energy, LLC

By:   
Jack Horton, Member/Manager