



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

KANSAS CORPORATION COMMISSION 1087641
 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: _____

Well Drilled For:	Well Class:	Type Equipment:
<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

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 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



1087641

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

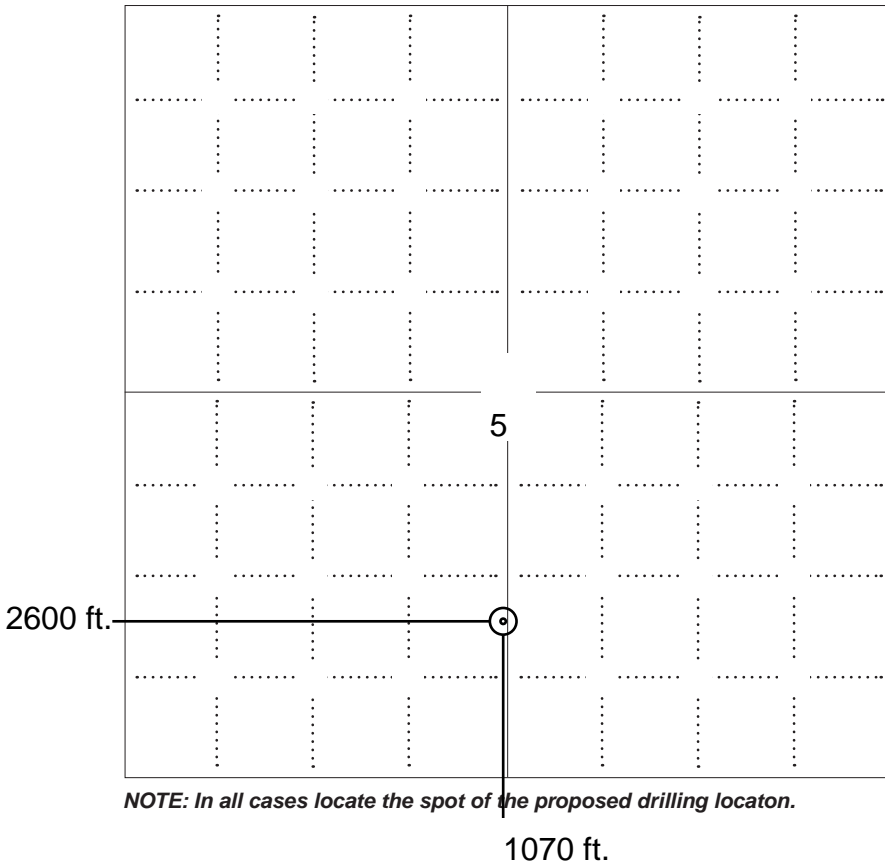
Is Section: Regular or Irregular

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.



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

LEGEND

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



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

- 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.
- The distance of the proposed drilling location from the south / north and east / west outside section lines.
- The distance to the nearest lease or unit boundary line (in footage).
- 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).
- The predicted locations of lease roads, tank batteries, pipelines, and electrical lines.



KANSAS CORPORATION COMMISSION 1087641
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): _____-_____-_____-_____ Sec. _____ Twp. _____ R. _____ <input type="checkbox"/> East <input type="checkbox"/> West _____ Feet from <input type="checkbox"/> North / <input type="checkbox"/> South Line of Section _____ Feet from <input type="checkbox"/> East / <input type="checkbox"/> West Line of Section _____ County	
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	
Emergency, Settling and Burn Pits ONLY: Producing Formation: _____ Number of producing wells on lease: _____ Barrels of fluid produced daily: _____ Does the slope from the tank battery allow all spilled fluids to flow into the pit? <input type="checkbox"/> Yes <input type="checkbox"/> No		Drilling, Workover and Haul-Off Pits ONLY: Type of material utilized in drilling/workover: _____ Number of working pits to be utilized: _____ Abandonment procedure: _____ Drill pits must be closed within 365 days of spud date.	
Submitted Electronically			

KCC OFFICE USE ONLY

Liner Steel Pit RFAC RFAS

Date Received: _____ Permit Number: _____ Permit Date: _____ Lease Inspection: Yes 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

I

AFFIDAVIT OF EXTENSION OF LEASES

STATE OF KANSAS)

COUNTY OF LOGAN)

Michael A. Pisciotte, being first duly sworn deposes and says:

My name is Michael A. Pisciotte, of Murfin Drilling Company, Inc. and of lawful age and reside in Butler County, Kansas.

WHEREAS, the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof in each and every instance contains an option to extend the primary term of each referenced lease for an additional three (3) year period by paying or tendering to each Lessor(s) the sum of as described by each lease.

Affiant knows of his own knowledge that the above sums have been paid or tendered to Lessor(s) and that the primary term of each lease has been extended as aforesaid and said leases remain valid and in force.

Affiant further saith not.

EXECUTED this 30th day of September, 2009.

[Signature]
Michael A. Pisciotte
Murfin Drilling Company, Inc.



State of Kansas
ss
Logan County
Filed For Record Oct. 2 2009 AD
at 10:55 o'clock A. M. Book 149 Page 937-938
[Signature]
\$12.00 Register of Deeds

ACKNOWLEDGMENT

STATE OF KANSAS

COUNTY OF SEDGWICK

Before me, the undersigned, a Notary Public, within and for said County and State on this 30th day of September, 2009, personally appeared Michael A. Pisciotte, of Murfin Drilling Company, Inc., to be personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as a free and voluntary act and deed for the uses and purposes therein set forth, and at the same time the affiant was by me duly sworn to the foregoing Affidavit.

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

My commission expires:

[Signature]
Notary Public
Julie A. Allen

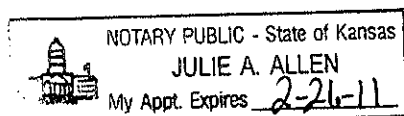
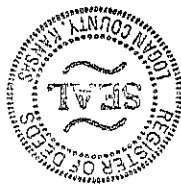


Exhibit A

149 938

Lease	Lessor	Lessee	Lease Date	State	County	Book	Page	Legal Description
3447004	STANLEY D. SCHEETZ AND KERRI D. SCHEETZ, HUSBAND AND WIFE	J. FRED HAMBRIGHT, INC.	10/14/2006	KS	Logan	139	950	TOWNSHIP 12 SOUTH-RANGE 32 WEST SECTION 28: E/2NW/4
3447005	STANLEY D. SCHEETZ AND KERRI D. SCHEETZ, HUSBAND AND WIFE	J. FRED HAMBRIGHT, INC.	10/14/2006	KS	Logan	139	950	TOWNSHIP 12 SOUTH-RANGE 32 WEST SECTION 28: W/2NW/4
3447006	STANLEY D. SCHEETZ AND KERRI D. SCHEETZ, HUSBAND AND WIFE	J. FRED HAMBRIGHT, INC.	10/14/2006	KS	Logan	139	960	TOWNSHIP 12 SOUTH-RANGE 32 WEST SECTION 29: E/2NE/4
3447007	STANLEY D. SCHEETZ AND KERRI D. SCHEETZ, HUSBAND AND WIFE	J. FRED HAMBRIGHT, INC.	10/14/2006	KS	Logan	139	950	TOWNSHIP 12 SOUTH-RANGE 32 WEST SECTION 29: W/2NE/4
3447008	STANLEY D. SCHEETZ AND KERRI D. SCHEETZ, HUSBAND AND WIFE	J. FRED HAMBRIGHT, INC.	10/14/2006	KS	Logan	139	950	TOWNSHIP 12 SOUTH-RANGE 32 WEST SECTION 29: E/2NW/4
3447009	STANLEY D. SCHEETZ AND KERRI D. SCHEETZ, HUSBAND AND WIFE	J. FRED HAMBRIGHT, INC.	10/14/2006	KS	Logan	139	950	TOWNSHIP 12 SOUTH-RANGE 32 WEST SECTION 29: W/2NW/4
3447022	SIMON L. DREILING, AS TRUSTEE UNDER THE DREILING FAMILY TRUST, DATED OCTOBER 4, 1992	J. FRED HAMBRIGHT, INC.	10/12/2006	KS	Logan	140	429	TOWNSHIP 13 SOUTH-RANGE 33 WEST SECTION 1: S/2 TOWNSHIP 13 SOUTH-RANGE 32 WEST SECTION 5: NE/4 A/D/A LOTS 1, 2 AND S/2NE/4
3447037	HELEN M. BROWN, TRUSTEE OF THE CELESTIN A. BROWN AND HELEN M. BROWN REVOCABLE LIVING TRUST A, DATED MARCH 11, 1993	J. FRED HAMBRIGHT, INC.	10/23/2006	KS	Logan	138	890	TOWNSHIP 13 SOUTH-RANGE 32 WEST SECTION 4: SW/4
3447041B	AVA LEE MAYDEW, TRUSTEE OF THE AVA LEE MAYDEW TRUST DATED JULY 26, 2006	J. FRED HAMBRIGHT, INC.	10/17/2006	KS	Logan	139	954	TOWNSHIP 13 SOUTH-RANGE 32 WEST SECTION 5: S/2

Register of Deeds
M. Book 139 Page 019
Filed For Record
Logan County
ss
State of Kansas



MICROFILM
INDEX

141 054

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **FUNK PETROLEUM, LLC**, whose address is 2110 N 1184 Rd, Eudora, KS 66025, hereinafter called Assignor, for and in consideration of Ten Dollars (\$10.00), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto **Murfin Drilling Co, Inc.**, (hereafter called Assignee) a thirty-five percent (35.00%) working interest in and to the following oil and gas leases, to-wit:

- #3447-001 Lessor: Joseph R. Munk, a single man
Lessee: Funk Petroleum, LLC
Dated: September 15, 2006
Recorded: Book 139, Page 019
Description: T12S-R32W, Section 28: SE/4 (160 acres more or less)
Logan County Kansas
- #3447-002 Lessor: Joseph R. Munk, a single man
Lessee: Funk Petroleum, LLC
Dated: September 15, 2006
Recorded: Book 139, Page 025
Description: T12S-R32W, Section 28: SW/4 (160 acres more or less)
Logan County Kansas
- #3447-003 Lessor: Joseph R. Munk, a single man
Lessee: Funk Petroleum, LLC
Dated: September 15, 2006
Recorded: Book 139, Page 022
Description: T12S-R32W, Section 28: NE/4 (160 acres more or less)
Logan County Kansas
- #3447-004 Lessor: Stanley D. and Kerri D. Scheetz, husband and wife
#3447-005 Lessee: J. Fred Hambright
#3447-006 Dated: October 14, 2006
#3447-007 Recorded: Book 139, Page 950
#3447-008 Description: T12S-R32W, Section 28: E/2 NW/4 (80 acres more or less)
#3447-009 T12S-R32W, Section 28: W/2 NW/4 (80 acres more or less)
T12S-R32W, Section 29: E/2 NE/4 (80 acres more or less)
T12S-R32W, Section 29: W/2 NE/4 (80 acres more or less)
T12S-R32W, Section 29: E/2 NW/4 (80 acres more or less)
T12S-R32W, Section 29: W/2 NW/4 (80 acres more or less)
Logan County Kansas
- #3447-010 Lessor: Joseph R. Munk, a single man
Lessee: Funk Petroleum, LLC
Dated: September 15, 2006
Recorded: Book 139, Page 010
Description: T12S-R32W, Section 29: Part of S/2 (143 acres more or less)
Logan County Kansas
- #3447-011 Lessor: Gary E. and Mary L. Stoecker, husband and wife
Lessee: Funk Petroleum, LLC
Dated: September 11, 2006
Recorded: Book 139, Page 004
Description: T12S-R32W, Section 29: Part of S/2 (170 acres more or less)
Logan County Kansas
- #3447-013 Lessor: Gary E. and Mary L. Stoecker, husband and wife
Lessee: Funk Petroleum, LLC
Dated: September 11, 2006
Recorded: Book 139, Page 001
Description: T12S-R32W, Section 30: NW/4 (160 acres more or less)
Logan County Kansas

#3447-1-24.25A-I.26-39...

- #3447-014 Lessor: Joseph R. Munk, a single man
 Lessee: Funk Petroleum, LLC
 Dated: September 15, 2006
 Recorded: Book 139, Page 013
 Description: T12S-R32W, Section 30: NE/4 (160 acres more or less)
 Logan County Kansas
- #3447-015 Lessor: Joseph R. Munk, a single man
 Lessee: Funk Petroleum, LLC
 Dated: September 15, 2006
 Recorded: Book 139, Page 016
 Description: T12S-R32W, Section 30: SE/4 (160 acres more or less)
 Logan County Kansas
- #3447-012 Lessor: Kenneth J. and Louise E. Smith, husband and wife
 Lessee: J. Fred Hambright
 Dated: October 14, 2006
 Recorded: Book 138, Page 842
 Description: T12S-R32W, Section 30: SW/4 a/d/a Lots 3 & 4; and E/2 SW/4 (152
 acres more or less)
 Logan County Kansas
- #3447-019 Lessor: Marion J. and Mary Anne Kuhlman, husband and wife
 Lessee: Funk Petroleum, LLC
 Dated: September 13, 2006
 Recorded: Book 139, Page 070
 Description: T12S-R32W, Section 31: NE/4 (160 acres more or less)
 Logan County Kansas
- #3447-020 Lessor: Marion J. and Mary Anne Kuhlman, husband and wife
 Lessee: Funk Petroleum, LLC
 Dated: September 13, 2006
 Recorded: Book 139, Page 077
 Description: T12S-R32W, Section 31: SE/4 (160 acres more or less)
 Logan County Kansas
- #3447-017 Lessor: Vernon L. and Margie Stoecker, husband and wife
 Lessee: J. Fred Hambright
 Dated: March 23, 2006
 Recorded: Book 136, Page 774
 Description: T12S-R32W, Section 31: NW/4 (160 acres more or less)
 Logan County Kansas
- #3447-018 Lessor: Floyd E. and Ruby L. Stoecker, trustees of the Floyd E. Stoecker and
 Ruby L. Stoecker Revocable Trust, dtd. 10-29-2001
 Lessee: J. Fred Hambright
 Dated: February 23, 2006
 Recorded: Book 136, Page 439
 Description: T12S-R32W, Section 31: N/2 SW/4 (80 acres more or less)
 Logan County Kansas
- #3447-016 Lessor: Velma Dixon
 Lessee: J. Fred Hambright
 Dated: February 23, 2006
 Recorded: Book 136, Page 437
 Description: T12S-R32W, Section 31: S/2 SW/4 (80 acres more or less)
 Logan County Kansas
- #3447-025F Lessor: A.G. Edwards Tr. Co FSB, Trustee of the Emma Beatrice Moyar
 Womack Tr. A under the Testamentary Tr. Created under the will of
 Minna Lou Moyar, deceased
 Lessee: J. Fred Hambright
 Dated: March 12, 2007
 Recorded: Book 140, Page 434
 Description: T12S-R32W, Section 32: N/2 and N/2 SW/4 (400 acres more or less)
 Logan County Kansas
- #3447-025D Lessor: Frank Kelley, Jr. single

- Lessee: J. Fred Hambright
 Dated: December 13, 2006
 Recorded: Book 139, Page 566
 Description: T12S-R32W, Section 32: N/2 and N/2 SW/4 (400 acres more or less)
 Logan County Kansas
- #3447-025A Lessor: Patsy and Kenneth Smith, wife and husband
 Lessee: J. Fred Hambright
 Dated: December 18, 2006
 Recorded: Book 139, Page 575
 Description: T12S-R32W, Section 32: N/2 and N/2 SW/4 (400 acres more or less)
 Logan County Kansas
- #3447-025E Lessor: Mary Ann Wyss, a widow
 Lessee: J. Fred Hambright
 Dated: December 12, 2006
 Recorded: Book 139, Page 572
 Description: T12S-R32W, Section 32: N/2 and N/2 SW/4 (400 acres more or less)
 Logan County Kansas
- #3447-025B Lessor: Brandon Schakel, single
 Lessee: J. Fred Hambright
 Dated: December 30, 2006
 Recorded: Book 139, Page 963
 Description: T12S-R32W, Section 32: N/2 and N/2 SW/4 (400 acres more or less)
 Logan County Kansas
- #3447-025C Lessor: Brett O. and Noriko Schakel, husband and wife
 Lessee: J. Fred Hambright
 Dated: December 20, 2006
 Recorded: Book 139, Page 569
 Description: T12S-R32W, Section 32: N/2 and N/2 SW/4 (400 acres more or less)
 Logan County Kansas
- #3447-026 Lessor: Dennis D. and Phyllis A. Scheetz, Trustees of the Dennis D. Scheetz
 Rev. Tr. And the Phyllis A. Scheetz Rev. Tr. – dtd. 12-17-1992
 Lessee: J. Fred Hambright
 Dated: March 29, 2006
 Recorded: Book 136, Page 823
 Description: T12S-R32W, Section 32: S/2 SW/4 (80 acres more or less)
 Logan County Kansas
- #3447-021 Lessor: Marion J. and Mary Anne Kuhlman, husband and wife
 Lessee: Funk Petroleum, LLC
 Dated: September 13, 2006
 Recorded: Book 139, Page 063
 Description: T12S-R32W, Section 32: SE/4 (160 acres more or less)
 Logan County Kansas
- #3447-025G Lessor: Marion J. and Mary Anne Kuhlman, husband and wife
 Lessee: Funk Petroleum, LLC
 Dated: September 13, 2006
 Recorded: Book 139, Page 084
 Description: T12S-R32W, Section 32: NE/4 (160 acres more or less)
 Logan County Kansas
- #3447-025H Lessor: Marion J. and Mary Anne Kuhlman, husband and wife
 Lessee: Funk Petroleum, LLC
 Dated: September 13, 2006
 Recorded: Book 139, Page 091
 Description: T12S-R32W, Section 32: NW/4 (160 acres more or less)
 Logan County Kansas
- #3447-025I Lessor: Marion J. and Mary Anne Kuhlman, husband and wife
 Lessee: Funk Petroleum, LLC
 Dated: September 13, 2006
 Recorded: Book 139, Page 105
 Description: T12S-R32W, Section 32: N/2 SW/4 (80 acres more or less)

Logan County Kansas

- #3447-030 Lessor: Marion J. and Mary Anne Kuhlman, husband and wife
 Lessee: Funk Petroleum, LLC
 Dated: September 13, 2006
 Recorded: Book 139, Page 056
 Description: T12S-R32W, Section 33: NW/4 (160 acres more or less)
 Logan County Kansas
- #3447-027 Lessor: Michael and Anita Kuhlman, husband and wife
 Lessee: Funk Petroleum, LLC
 Dated: September 13, 2006
 Recorded: Book 139, Page 042
 Description: T12S-R32W, Section 33: SE/4 (160 acres more or less)
 Logan County Kansas
- #3447-028 Lessor: Michael and Anita Kuhlman, husband and wife
 Lessee: Funk Petroleum, LLC
 Dated: September 13, 2006
 Recorded: Book 139, Page 049
 Description: T12S-R32W, Section 33: SW/4 (160 acres more or less)
 Logan County Kansas
- #3447-029 Lessor: Michael and Anita Kuhlman, husband and wife
 Lessee: Funk Petroleum, LLC
 Dated: September 13, 2006
 Recorded: Book 139, Page 098
 Description: T12S-R32W, Section 33: NE/4 (160 acres more or less)
 Logan County Kansas
- #3447-038 Lessor: Larry J. and Nancy J. Kuhlman, husband and wife
 Lessee: Funk Petroleum, LLC
 Dated: September 13, 2006
 Recorded: Book 139, Page 112
 Description: T13S-R32W, Section 4: NE/4 (160 acres more or less)
 Logan County Kansas
- #3447-039 Lessor: Larry J. and Nancy J. Kuhlman, husband and wife
 Lessee: Funk Petroleum, LLC
 Dated: September 13, 2006
 Recorded: Book 139, Page 119
 Description: T13S-R32W, Section 4: NW/4 (160 acres more or less)
 Logan County Kansas
- #3447-037 Lessor: Helen M. Brown, Tr. Of the Celestin A. Brown and Helen M. Brown
 Rev. Liv. Trust A, dtd. 3/11/1993
 Lessee: J. Fred Hambright
 Dated: October 23, 2006
 Recorded: Book 138, Page 880
 Description: T13S-R32W, Section 4: SW/4 (160 acres more or less)
 Logan County Kansas
- #3447-040A Lessor: Kenneth M. Weber, single
 Lessee: J. Fred Hambright
 Dated: November 18, 2006
 Recorded: Book 139, Page 611
 Description: T13S-R32W, Section 4: SE/4 (160 acres more or less)
 Logan County Kansas
- #3447-040B Lessor: Kay Ann Wilbur, a widow
 Lessee: J. Fred Hambright
 Dated: November 18, 2006
 Recorded: Book 139, Page 608
 Description: T13S-R32W, Section 4: SE/4 (160 acres more or less)
 Logan County Kansas

- #3447-040C Lessor: Sally Marmie a/k/a DeSales Marmie and Robert K. Marmie, husband and wife
 Lessee: J. Fred Hambright
 Dated: November 19, 2006
 Recorded: Book 139, Page 605
 Description: T13S-R32W, Section 4: SE/4 (160 acres more or less)
 Logan County Kansas
- #3447-040D Lessor: Bernadette L. Webster, a widow
 Lessee: J. Fred Hambright
 Dated: November 19, 2006
 Recorded: Book 139, Page 960
 Description: T13S-R32W, Section 4: SE/4 (160 acres more or less)
 Logan County Kansas
- #3447-042 Lessor: Dennis D. and Phyllis A. Scheetz, Trustees of the Dennis D. Scheetz Rev. Tr. And the Phyllis A. Scheetz Rev. Tr. – dtd. 12-17-1992
 Lessee: J. Fred Hambright
 Dated: March 29, 2006
 Recorded: Book 136, Page 825
 Description: T13S-R32W, Section 5: NW/4 (160 acres more or less)
 Logan County Kansas
- #3447-022 Lessor: Simon L. Dreiling, Tr. Under the Dreiling Family Trust Tr. – dtd. 10-4-1992
 Lessee: J. Fred Hambright
 Dated: October 12, 2006
 Recorded: Book 140, Page 429
 Description: T13S-R32W, Section 5: NE/4 a/d/a Lots 1 & 2; and S/2 NE/4 (160 acres more or less)
 T13S-R33W, Section 1: S/2 (320 acres more or less)
 Logan County Kansas
- #3447-041B Lessor: Ava Lee Maydew, Tr. of the Ava Lee Maydew Trust dtd. 7/26/2006
 Lessee: J. Fred Hambright
 Dated: October 17, 2006
 Recorded: Book 139, Page 954
 Description: T13S-R32W, Section 5: S/2 (320 acres more or less)
 Logan County Kansas
- #3447-041A Lessor: Wells Fargo Bank, N.A., as Trustee of the trust created under the Will of Dean Barcus, deceased, for the benefit of Vanessa Elizabeth Barcus
 Lessee: J. Fred Hambright
 Dated: November 8, 2006
 Recorded: Book 138, Page 882
 Description: T13S-R32W, Section 5: S/2 (320 acres more or less)
 Logan County Kansas
- #3447-023 Lessor: Dennis D. and Phyllis A. Scheetz, Trustees of the Dennis D. Scheetz Rev. Tr. And the Phyllis A. Scheetz Rev. Tr. – dtd. 12-17-1992
 Lessee: J. Fred Hambright
 Dated: March 29, 2006
 Recorded: Book 136, Page 827
 Description: T13S-R32W, Section 6: N/2 NE/4 (80 acres more or less)
 Logan County Kansas
- #3447-043A Lessor: Stanley D. and Kerri D. Scheetz, husband and wife
 Lessee: J. Fred Hambright
 Dated: November 21, 2006
 Recorded: Book 139, Page 617
 Description: T13S-R32W, Section 6: S/2 NE/4 (80 acres more or less)
 Logan County Kansas
- #3447-043B Lessor: Gerald E. and Edith Berggren, husband and wife
 Lessee: J. Fred Hambright
 Dated: October 26, 2006
 Recorded: Book 138, Page 888
 Description: T13S-R32W, Section 6: S/2 NE/4 (80 acres more or less)

Logan County Kansas

- #3447-044 Lessor: L. Delvin and Juanita F. Ottley, husband and wife
 Lessee: J. Fred Hambright
 Dated: October 31, 2006
 Recorded: Book 138, Page 893
 Description: T13S-R32W, Section 6: SE/4 (160 acres more or less)
 Logan County Kansas
- #3447-031 Lessor: Gary E and Mary L. Stoecker, husband and wife
 Lessee: J. Fred Hambright
 Dated: February 24, 2006
 Recorded: Book 136, Page 348
 Description: T12S-R33W, Section 25: SW/4 (160 acres more or less)
 Logan County Kansas
- #3447-032 Lessor: Gary E and Mary L. Stoecker, husband and wife
 Lessee: J. Fred Hambright
 Dated: February 24, 2006
 Recorded: Book 136, Page 346
 Description: T12S-R33W, Section 36: NW/4 (160 acres more or less)
 Logan County Kansas
- #3447-033 Lessor: Gary E. and Mary L. Stoecker, husband and wife
 Lessee: Funk Petroleum, LLC
 Dated: September 11, 2006
 Recorded: Book 139, Page 007
 Description: T12S-R33W, Section 36: SW/4 (160 acres more or less)
 Logan County Kansas
- #3447-024 Lessor: Alvin R and Julie Ann Conway, Trs of the Conway Fam. Rev. Liv. Tr. -
 dtd. 3/14/1997
 Lessee: J. Fred Hambright
 Dated: March 28, 2006
 Recorded: Book 137, Page 746
 Description: T13S-R32W, Section 6: W/2 (320 acres more or less)
 Logan County Kansas
- #3447-045A Lessor: Kayla M. Voth, single
 Lessee: J. Fred Hambright
 Dated: March 9, 2007
 Recorded: Book 140, Page 323
 Description: T13S-R33W, Section 1: NW/4 (160 acres more or less)
 Logan County Kansas
- #3447-034 Lessor: Jolene A. and Steve Badger, wife and husband
 Lessee: Funk Petroleum, LLC
 Dated: September 14, 2006
 Recorded: Book 139, Page 028
 Description: T12S-R33W, Section 36: S/2 NE/4 (80 acres more or less)
 Logan County Kansas
- #3447-035 Lessor: Jolene A. and Steve Badger, wife and husband
 Lessee: Funk Petroleum, LLC
 Dated: September 14, 2006
 Recorded: Book 139, Page 035
 Description: T12S-R33W, Section 36: SE/4 (160 acres more or less)
 Logan County Kansas
- #3447-036 Lessor: Robert and Rosann M. Blagg, husband and wife
 Lessee: Funk Petroleum, LLC
 Dated: September 13, 2006
 Recorded: Book 139, Page 373
 Description: T12S-R33W, Section 36: N/2 NE/4 (80 acres more or less)
 Logan County Kansas

together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its heirs, successors or assigns that the Assignor is the lawful owner of and has good title to the interest above assigned in and to said leases, estate, rights and property, free and clear from all liens, encumbrances or adverse claims.

This Assignment is subject to overriding royalty interests of record to Funk Petroleum, LLC..

This assignment is to be effective January 1, 2007.

EXECUTED this 17 day of September, 2007

ASSIGNOR

FUNK PETROLEUM, LLC

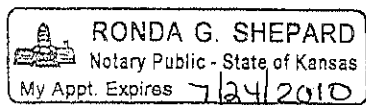
By: *Thomas J. Funk*
Thomas J. Funk, Manager

STATE OF Kansas)
)
COUNTY OF DOUGLAS)

This instrument was acknowledged before me on this the 17th day of September, 2007 by Thomas J. Funk, as Manager of Funk Petroleum, LLC, a Missouri Limited Liability Company, on behalf of said company.

My commission expires 7/24/2010

Ronda G. Shepard
Notary Public



63U (Rev. 1993)

OIL AND GAS LEASE

Reorder No. 09-115



Kansas Blue Print 700 S. Broadway PO Box 793 Wichita, KS 67201-0793 316-284-9344 284-5105 fax www.kbp.com kbp@kbp.com

30270
017561

AGREEMENT, Made and entered into the 17th day of October, 2006

by and between Ava Lee Maydew, Trustee of The Ava Lee Maydew Trust dated July 26, 2006

whose mailing address is 24072-240 Road, Portis KS, 67474 hereinafter called Lessor (whether one or more), and J. Fred Hambright Inc. 125 N. Market, Suite 1415 Wichita, Kansas 67202 hereinafter called Lessee:

Lessor, in consideration of one and more Dollars (\$ +1.00) in hand paid, receipt of which is here acknowledged and of the royalties 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 Logan State of Kansas described as follows to-wit:

Township 13 South, Range 32 West Section 5: S/2

In Section XXXX Township XXXX Range XXXX and containing 320 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of three 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 (1/8) part of all oil produced and saved from the leased 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 (1/8) at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) 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 lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee 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 lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, 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 pipe lines 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 pay for damages caused by lessee's operations to growing crops on said land.

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 hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants 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 lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

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 time 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 immediate vicinity thereof, 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 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 not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, 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.

*See rider attached hereto and made a part hereof;

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Witnesses:

x: Ava Lee Maydew
Ava Lee Maydew, Trustee



STATE OF Kansas

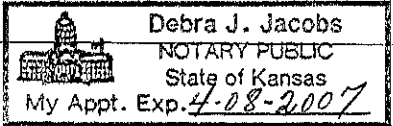
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

COUNTY OF Smith

The foregoing instrument was acknowledged before me this 17th day of October, 2006,

by Ava Lee Maydew, Trustee of The Ava Lee Maydew Trust
dated July 26, 2006

My commission expires _____



Debra J. Jacobs
Debra J. Jacobs Notary Public

STATE OF _____

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

by _____ and _____

My commission expires _____

Notary Public

STATE OF _____

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

by _____ and _____

My commission expires _____

Notary Public

STATE OF _____

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

by _____ and _____

My commission expires _____

Notary Public

No. _____

OIL AND GAS LEASE

FROM _____

TO _____

Date _____

Section _____ Twp. _____ Rge. _____

No. of Acres _____ Term _____

County _____

STATE OF Kansas

County Logan

This instrument was filed for record on the 17th day of March, 2007, at 10:05 o'clock A.M., and duly recorded in Book 139 Page 954-956 of the records of this office.

By Joyce D. Bosseman Register of Deeds.
#116

When recorded, return to _____



MICROFILMED
INDEXED

STATE OF _____

ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

by _____ of _____ a _____

corporation, on behalf of the corporation.

My commission expires _____

Notary Public

RIDER

1. If at the end of the primary term, this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum of \$ 10.00 multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease; and subject to the other provisions of this lease, the primary term shall be extended for an additional term of three years from the end of the primary term hereof.

x: Ava Lee Maydew
Ava Lee Maydew, Trustee

x: 514-36-7349

Jayce Basserman
#2422
Register of Deeds

**OIL AND GAS LEASE**

(PAID-UP)

AGREEMENT, Made and entered into this 21st day of October, 2009 **but effective the 8th day of November, 2009**, by and between Colorado State Bank and Trust, N.A., as Trustee Under Will for The Benefit Of Vanessa Elizabeth Barcus, whose address is P.O. Box 3499, Tulsa, Oklahoma 74101-3499 Party of the first part, hereinafter called Lessor (whether one or more), and Murfin Drilling Co., Inc., whose address is 250 N. Water, Wichita, Kansas 67202, Party of the second part, hereinafter called Lessee.

WITNESSETH, That the said Lessor, for and in consideration of TEN (\$10.00) OR MORE DOLLARS, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said Lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casinghead gas and helium and all other constituents), and for laying pipe lines, and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Logan State of Kansas, described as follows, to-wit:

The S/2 of Section 5-13S-32W

and containing 320.0 acres, more or less (herein called "leased premises").

It is agreed that this lease shall remain in force for a term of three (3) years from **November 8, 2009** (herein called "primary term") and as long thereafter as oil or gas, or either of them, is produced from the leased premises by Lessee.

In consideration of the premises Lessee covenants and agrees:

1st. To deliver to the credit of Lessor free of cost, in the pipe line to which it may connect its well, the one-eighth (1/8) part of all oil (including but not limited to condensate and distillate) produced and saved from the leased premises.

2nd. To pay Lessor for gas of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises, or used in the manufacture of products therefrom, one-eighth (1/8) of the gross proceeds received for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. During any period (whether before or after expiration of the primary term) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on the leased premises sufficient to keep this lease in force, Lessee shall pay or tender a royalty of Five Dollars (\$5.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease.

3rd. To pay Lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas, one-eighth (1/8) of the gross proceeds, at the mouth of the well, received by Lessee for the gas during the time such gas shall be used, said payments to be made monthly.

If Lessee shall commence to drill a well or commence reworking operations on an existing well within the term of this lease or any extension thereof, or on acreage pooled therewith, the Lessee shall have the right to drill such well to completion or complete reworking operations 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 primary term or extension thereof.

Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 40 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee shall provide Lessor with a copy of any unit designations filed in the County in which the leased premises are located. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties, stipulated herein as the amount of his acreage placed in the unit, or Lessor's royalty interest therein on an acreage basis bears to the total acreage in the unit.

If Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation thereon, except water from wells of Lessor.

Lessee shall bury its pipe lines below plow depth.

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

Lessee shall pay for all damages caused by its operations on said land.

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 hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, personal representatives, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land or royalties shall be binding on the Lessee until it has been furnished with a written transfer or assignment or a recorded copy thereof indicating it has been recorded in the County records where the leased premises are located. In case Lessee assigns this lease, in whole or in part, Lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the effective date of the assignment.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of, any such Law, Order, Rule or Regulation.

This lease shall be effective as to each Lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the lessors above named may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, although not named above.


Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to Lessor, or by placing a release of record in the proper County.

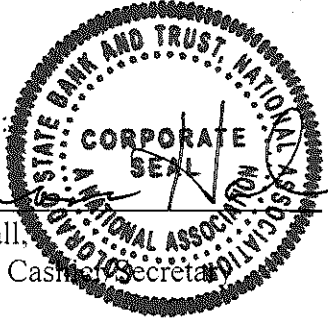
Lessor hereby agrees that the lessee shall have the right at any time to redeem for Lessor by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.


Notwithstanding any provisions of this Oil and Gas Lease to the contrary, it is understood that this Oil and Gas Lease shall be subject to the terms and provisions on Exhibit "A", attached to and made a part hereof .

IN TESTIMONY WHEREOF, we sign this the 21st day of October, 2009 **but effective November 8, 2009.**

UNDER WILL FOR THE BENEFIT OF VANESSA ELIZABETH BARCUS

ATTEST:

Diana Hall,
Assistant Cashier/Secretary



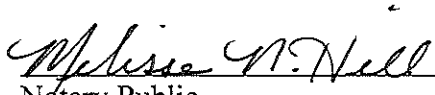

Trent A. Baulch,
Senior Vice President &
Managing Director, Mineral Management
Colorado State Bank and Trust, N.A., Trustee
(Lessor)

STATE OF OKLAHOMA § *CORPORATE ACKNOWLEDGMENT*
§
COUNTY OF TULSA §

Before me, the undersigned authority, on this 21st day of October 2009, personally appeared **Trent A. Baulch** and **Diana Hall** known to me to be the identical persons who subscribed the name of **Colorado State Bank and Trust, N.A.**, as **Trustee Under Will for The Benefit Of Vanessa Elizabeth Barcus**, to the foregoing instrument as its **Senior Vice President and Managing Director, Mineral Management and Assistant Cashier/Secretary**, respectively, and acknowledged to me that they had willingly made and executed it as their free and voluntary act and deed and as the free and voluntary act and deed of such national banking association, as such Trustee, for the uses and purposes therein expressed.

WITNESS my hand and official seal the day and year last above written.

My Commission Expires:


Notary Public **Melissa N. Hill**

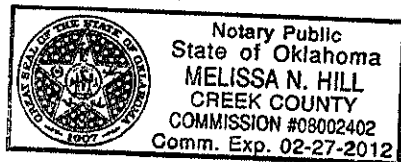


EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Oil and Gas Lease dated October 21, 2009 but effective November 8, 2009, between Colorado State Bank and Trust, N.A., as Trustee Under Will for The Benefit Of Vanessa Elizabeth Barcus, as Lessor, and Murfin Drilling Co., Inc., as Lessee, covering the S/2 of Section 5-13S-32W, Logan County, Kansas.

Anything contained herein to the contrary notwithstanding it is understood that:

1. This lease covers only oil, gas and other related hydrocarbons and constituent elements (including sulfur) which may be produced with oil or gas; any reference to "other minerals" is hereby deleted.
2. It is agreed that this lease may not be maintained for a period of time longer than twenty-four (24) consecutive months beyond the primary term hereof solely by the provision of a shut-in gas well as set out above.
3. If at the expiration of the primary term of this lease or any extension thereof which may occur in accordance with any provisions contained in this lease, any part or parts of the leased premises that is not included within a well unit or units from which production of either oil, gas and other related hydrocarbons and constituent elements (including sulfur) is being obtained, this lease shall terminate as to such part or parts of the leased premises which is not included within such producing well unit or units.
4. At the expiration of the primary term of this lease or any extension thereof which may occur in accordance with any provisions contained in this lease, rights under this lease shall terminate as to all depths below 100 feet below the base of the stratigraphic equivalent of the total depth drilled in the deepest well commenced on or before the expiration of the primary term or extension thereof, on the leased premises or on any land pooled therewith.
5. Lessee and its successors and assigns shall have the right at any time to surrender this lease, in whole or in part, to Lessor, its successors and assigns, by delivering or mailing a release thereof to the Lessor, and by placing a release thereof of record in the County in which said land is situated, and thereupon Lessee shall be relieved from all obligations and liabilities thereafter accruing but not theretofore accrued.
6. As an additional consideration hereof, Lessee, its heirs, assigns, or successors agrees that it will be and remain solely responsible for any and all liability arising from or otherwise resulting from its operations conducted on or for the benefit of the leased premises and will indemnify Lessor and hold Lessor harmless from any loss, claim or damage in such respect, including, but not by way of limitation, the proper plugging and abandonment of all wells drilled thereon under the terms of this lease.
7. Lessee, its successors and assigns, hereby agree that, for the purpose of calculating royalty payments hereunder on all production from the leased premises, such calculations shall be made at the point of sale and shall be free of any and all delivery costs and shall not be burdened by any costs of production, including but not limited to, transportation expenses or any expenses associated with or attributable to treatment, gathering, trucking, processing or pipeline construction and maintenance.
8. This lease is given and granted without warranty, express or implied, in law or in equity.
9. If requested in writing by Lessor, Lessee shall provide daily drilling reports, copies of all logs, reports and records of production of all wells drilled by Lessee on the leased land; copies of all forms furnished to any governmental authority; copy of plugging report, if any, and; copies of all drillstem tests. Lessor shall maintain confidentiality of all such information furnished by Lessee and shall

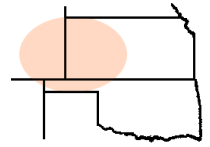
*pugh
clause*

and shall communicate no part thereof to third parties without Lessee's written approval.

10. Lessee represents that he is not an officer, director, or employee of BOK Financial Corporation, its subsidiaries, or any of its member banks, nor does Lessee anticipate assigning this lease to any of these parties.
11. Lessee shall notify Lessor of any assignment of Lessee's rights hereunder, stating the name and current mailing address of the assignee, and shall furnish a copy of such assignment within 60 days of its recording in the County records.
12. **The rights granted to Lessee herein are exclusive to Lessee with the exception of the right to explore by geophysical means.**



Pro-Stake LLC
Oil Field & Construction Site Staking
 P.O. Box 2324
 Garden City, Kansas 67846
 Office/Fax: (620) 276-6159
 Cell: (620) 272-1499



51332-L
 PLAT NO.

10195
 INVOICE NO.

Murfin Drilling Company Inc.
 OPERATOR

Vanava #2-5
 LEASE NAME

Logan County, KS
 COUNTY

5 13s 32w
 Sec. Twp. Rng.

1070' FSL - 2600' FWL
 LOCATION SPOT

SCALE: 1" = 1000'
 DATE STAKED: July 18th, 2012
 MEASURED BY: Luke R.
 DRAWN BY: Luke R.
 AUTHORIZED BY: Shauna G.



GR. ELEVATION: **3012.9'**

Directions: From the SE corner of Oakley, Ks at the intersection of Hwy 40 & Hwy 83 South – Now go 11 miles South on Hwy 83 – Now go 3 miles West on Seneca Rd to the NW corner of section 5-13s-32w & ingress stake South into – Now go 0.9 mile South on trail to ingress stake East into – Now go 2600' East through terraced wheat stubble – Now go 149' North through terraced wheat stubble into staked location.

Final ingress must be verified with land owner or Operator.

This drawing does not constitute a monumented survey or a land survey plat.
This drawing is for construction purposes only.

