

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
March 2010
Form must be Typed
Form must be Signed
All blanks must be Filled

REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION OR SURFACE PIT PERMIT

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

Check Applicable Boxes:

☒ Oil Lease: No. of Oil Wells 32 **
☐ Gas Lease: No. of Gas Wells _____ **
☐ Gas Gathering System: _____
☒ Saltwater Disposal Well - Permit No.: D-23,400
Spot Location: 820 feet from ☐ N / ☒ S Line
3950 feet from ☒ E / ☐ W Line
☒ Enhanced Recovery Project Permit No.: E23048
Entire Project: ☒ Yes ☐ No
Number of Injection Wells 18 **
Field Name: Wayside-Havana

**** Side Two Must Be Completed.**

Effective Date of Transfer: 7/27/2010
KS Dept of Revenue Lease No.: ? 116283? NA?
Lease Name: KF (FKA Abbie Norris, Melander)
S/2 Sec. 3 Twp. 34 R. 14 ☒ E ☐ W
Legal Description of Lease: S/2 of S3, T34S, R14E
County: Montgomery
Production Zone(s): Wayside, Redd Sand, Weiser
Injection Zone(s): Wayside, Arbuckle

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)
Type of Pit: ☐ Emergency ☐ Burn ☐ Settling ☐ Haul-Off ☐ Workover ☐ Drilling OR

Past Operator's License No. New Lease ✓
Past Operator's Name & Address: _____
Title: Landowner

Contact Person: Robin Kaminska
Phone: (620) 289-4317
Date: 1-20-11
Signature: Robin Kaminska
Oil & Gas lease assignment is attached

New Operator's License No. 31696 ✓
New Operator's Name & Address: Cunningham Crude
3343 CR 2200, Independence KS, 67301
Title: Owner/Operator

Contact Person: Ron Cunningham
Phone: (620) 289-4700
Oil / Gas Purchaser: Pacer
Date: 1-20-2011
Signature: Tha G L
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JAN 24 2011
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Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # _____ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

Cunningham Crude is acknowledged as
the new operator and may continue to inject fluids as authorized by
Permit No.: E-23,048 Recommended action: _____
MIT Past Due - 1/30 due 2005-2010
Date: 3-7-11 Cheryl H. Bayer
Authorized Signature

_____ is acknowledged as
the new operator of the above named lease containing the surface pit
permitted by No.: _____
Date: _____
Authorized Signature

DISTRICT _____ PRODUCTION 3-8-11 UIC 3-7-11
Mail to: Past Operator 3-7-11 New Operator 3-7-11 District 3-7-11

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

072710 KF IMJ.pdf

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OIL & GAS CONSERVATION DIVISION

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☐ Gas Gathering System: _____
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Number of Injection Wells 18 **

Field Name: Wayside-Havana

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Lease Name: KF (FKA Abbie Norris, Melander)

____ S/2 Sec. 3 Twp. 34 R. 14 ☒ E ☐ W

Legal Description of Lease: S/2 of S3, T34S, R14E

County: Montgomery

Production Zone(s): Wayside, Redd Sand, Weiser

Injection Zone(s): Wayside, Arbuckle

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

_____ feet from ☐ N / ☐ S Line of Section
_____ feet from ☐ E / ☐ W Line of Section

Type of Pit: ☐ Emergency ☐ Burn ☐ Settling ☐ Haul-Off ☐ Workover ☐ Drilling OR

Past Operator's License No. New Lease ✓

Contact Person: Robin Kaminska

Past Operator's Name & Address: _____

Phone: (620) 289-4317

Title: Landowner

Date: 1-20-11

Signature: Robin Kaminska
Oil & Gas lease assignment is attached

New Operator's License No. 31696 ✓

Contact Person: Ron Cunningham

New Operator's Name & Address: Cunningham Crude

Phone: (620) 289-4700

3343 CR 2200, Independence KS, 67301

Oil / Gas Purchaser: Pacer

Date: 1-20-2011

Title: Owner/Operator

Signature: [Signature] **KCC WICHITA**

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # _____ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

Cunningham Crude is acknowledged as
the new operator and may continue to inject fluids as authorized by
Permit No.: D-23,400 . Recommended action: _____
MIT Past Due + U3C due 2005-2010
Date: 3-4-11 Cheryl H. Beyer
Authorized Signature

_____ is acknowledged as
the new operator of the above named lease containing the surface pit
permitted by No.: _____

Date: _____ Authorized Signature _____

DISTRICT _____ EPR 3/3/11 PRODUCTION 3-8-11 UIC 3-4-11
Mail to: Past Operator 3-4-11 New Operator 3-4-11 District 3-4-11

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

Must Be Filed For All Wells

used GPS for all well locations

KDOR Lease No.: _____

* Lease Name: KF (FKA Abbie Norris, Melander)* Location: S/2 of S3, T34S, R14E

Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
I-50	15-125-22,591 ✓	1657 ^{Circle} FSL FNL	5074 ^{Circle} FEL FWL	Oil	Producer
I-52	15-125-21,832 ✓	1666 FSL FNL	4593 FEL FWL	Oil	Producer
I-54	15-125-22,592 ✓	1667 FSL FNL	4203 FEL FWL	Oil	Producer
I-56	15-125-23,018 ✓	1708 FSL FNL	3724 FEL FWL	Oil	Producer
G-50	15-125-22,584 ✓	2327 FSL FNL	5070 FEL FWL	Oil	Producer
G-52	15-125-22,585 ✓	2339 FSL FNL	4643 FEL FWL	Oil	Producer
G-54	15-125-22,586 ✓	2348 FSL FNL	4212 FEL FWL	Oil	Producer
N-149	15-125-22,606	74 FSL FNL	5206 FEL FWL	EOR	AI
N-151	15-125-24,747	60 FSL FNL	4852 FEL FWL	EOR	AI
N-153	15-125-24,748	63 FSL FNL	4415 FEL FWL	EOR	AI
N-155	15-125-24,749	66 FSL FNL	3970 FEL FWL	EOR	AI
L-149	15-125-22,600	677 FSL FNL	5252 FEL FWL	EOR	AI
L-151	15-125-22,601	682 FSL FNL	4854 FEL FWL	EOR	AI
L-153	15-125-22,602	660 FSL FNL	4434 FEL FWL	EOR	AI
L-155	15-125-22,603	681 FSL FNL	3969 FEL FWL	EOR	AI
J-149	15-125-22,593	1314 FSL FNL	5256 FEL FWL	EOR	AI
J-151	15-125-22,594	1340 FSL FNL	4849 FEL FWL	EOR	AI
J-153	15-125-22,595	1353 FSL FNL	4420 FEL FWL	EOR	AI
J-155	15-125-22,596	1364 FSL FNL	3975 FEL FWL	EOR	AI
H-149	15-125-22,587	1989 FSL FNL	5267 FEL FWL	EOR	AI
H-151	15-125-22,588	1998 FSL FNL	4848 FEL FWL	EOR	AI
H-153	15-125-22,589	2014 FSL FNL	4397 FEL FWL	EOR	AI
H-155	15-125-22,590	2018 FSL FNL	3981 FEL FWL	EOR	AI
Y-149	15-125-22,610	2591 FSL FNL	5273 FEL FWL	EOR	AI

A separate sheet may be attached if necessary

* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

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Must Be Filed For All Wells

used Gps for all well locations

KDOR Lease No.: _____

* Lease Name: KF (FKA Abbie Norris, Melander)* Location: S/2 of S3, T34S, R14E

Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)	Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)	
1	15-125-01,233 ✓	2484 ^{Circle} (FSL/FNL)	1089 ^{Circle} (FEL/FWL)	Oil	Producer
2	15-125-01,234 ✓	2482 (FSL/FNL)	1544 (FEL/FWL)	Oil	Producer
3	15-125-01,235 ✓	2473 (FSL/FNL)	1990 (FEL/FWL)	Oil	Producer
4	15-125-01,236 ✓	2465 (FSL/FNL)	2435 (FEL/FWL)	Oil	Producer
5	15-125-01,237 ✓	2014 (FSL/FNL)	1084 (FEL/FWL)	Oil	Producer
6	15-125-01,238 ✓	2013 (FSL/FNL)	1550 (FEL/FWL)	Oil	Producer
7	15-125-01,239 ✓	2009 (FSL/FNL)	1987 (FEL/FWL)	Oil	Producer
8	15-125-01,240 ✓	2003 (FSL/FNL)	2422 (FEL/FWL)	Oil	Producer
9	15-125-01,241 ✓	1575 (FSL/FNL)	1532 (FEL/FWL)	Oil	Producer
10	15-125-01,242 ✓	2243 (FSL/FNL)	1769 (FEL/FWL)	Oil	Producer
11	15-125-01,243 ✓	2253 (FSL/FNL)	1312 (FEL/FWL)	Oil	Producer
12	15-125-01,244 ✓	256 (FSL/FNL)	670 (FEL/FWL)	Oil	Producer
13	15-125-01,245 ✓	353 (FSL/FNL)	1121 (FEL/FWL)	Oil	Producer
14	15-125-01,246 ✓	293 (FSL/FNL)	1582 (FEL/FWL)	Oil	Producer
15	15-125-01,247 ✓	695 (FSL/FNL)	1536 (FEL/FWL)	Oil	Producer
16	15-125-01,248 ✓	681 (FSL/FNL)	2078 (FEL/FWL)	Oil	Producer
M-50	15-125-21,947 ✓	347 (FSL/FNL)	5075 (FEL/FWL)	Oil	Producer
M-52	15-125-22,604 ✓	355 (FSL/FNL)	4634 (FEL/FWL)	Oil	Producer
M-54	15-125-22,605 ✓	366 (FSL/FNL)	4196 (FEL/FWL)	Oil	Producer
M-56	15-125-23,020 ✓	363 (FSL/FNL)	3793 (FEL/FWL)	Oil	Producer
K-50	15-125-22,597 ✓	997 (FSL/FNL)	5058 (FEL/FWL)	Oil	Producer
K-52	15-125-22,598 ✓	1011 (FSL/FNL)	4631 (FEL/FWL)	Oil	Producer
K-54	15-125-22,599 ✓	1014 (FSL/FNL)	4196 (FEL/FWL)	Oil	Producer
K-56	15-125-23,019 ✓	1007 (FSL/FNL)	3777 (FEL/FWL)	Oil	Producer

A separate sheet may be attached if necessary

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* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

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used GPS for all well Locations

* Location: S/2 of S3, T34S, R14E

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KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

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

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

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 # 31696
Name: Cunningham Crude
Address 1: 3343 CR 2200
Address 2: _____
City: Independence State: KS Zip: 67301 + _____
Contact Person: Ron Cunningham
Phone: (620) 289-4700 Fax: (620) 289-4064
Email Address: _____

Well Location:
_____ S/2 Sec. 3 Twp. 34 S. R. 14 ☒ East ☐ West
County: Montgomery
Lease Name: KF Well #: _____

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

S/2 of S3, T34, R14E

Surface Owner Information:

Name: Kaminska Farms, Inc.
Address 1: P.O. Box 343
Address 2: _____
City: Tyro State: KS Zip: 67364 + _____

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

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

Select one of the following:

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

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

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: 1-20-2011 Signature of Operator or Agent: [Signature] Title: owner/operator

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RELEASE OF OIL AND GAS LEASE

FILED FOR RECORD
MARILYN CALHOUN, REGISTER OF DEEDS
11:11:15 AM 7/30/2010 Receipt No.: 41959
RELEASE OF LEASE \$6.00
ADDITIONAL PAGES \$0.00
TECHNOLOGY FUND \$2.00

BOOK: 591 PAGE: 597

KNOW ALL MEN BY THESE PRESENTS:

That undersigned does hereby release, relinquish and surrender to the Lessor, Kaminska Farms, Inc., its heirs, assigns and legal representatives, all right, title and interest, in and to a certain Oil and Gas Lease, made and entered into by and between Kaminska Farms, Inc., as Lessor, and 4-K Oil N Gas, a Kansas General Partnership, as Lessees dated the 8th day of March, 2005, covering the following described land, to-wit:

The Southeast Quarter of Section 3, T34S, R14E lying above the depth of approximately seven hundred (700) feet subsurface, including the Wayside and Weiser formations

said lease being recorded in the Office of the Register of Deeds of Montgomery County, Kansas in Book 546 of Records at Page 697.

Witness the following signature of the present owner this 27th day of July, 2010.

Kaminska Farms, Inc.

Charles A. Kaminska
Charles A. Kaminska, President

ACKNOWLEDGMENT

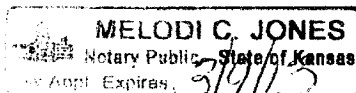
STATE OF KANSAS)
) ss:
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 27th day of July, 2010, by Charles A. Kaminska, as President of Kaminska Farms, Inc.

Melodi C. Jones
NOTARY PUBLIC

My Appointment Expires:

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→John Horst, Attorney
P.O. Box 560
Caney, KS. 67333

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OIL AND GAS LEASE

THIS AGREEMENT, entered into this 27TH day of July, 2010, between Kaminska Farms, Inc., (hereinafter called lessor) and Cunningham Crude, (hereinafter called lessee), does witness:

1. That lessor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let, and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, for the purpose of carrying on geological, geophysical, and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline, including all associated hydrocarbons produced in a liquid or gaseous form and including gas found in and produced from coal formations or coal seams and all zones in communication therewith, which gas is sometimes referred to as coal bed methane, coal seam gas or occluded gas and all other gases and their respective constituent vapors, (including coalbed methane gas, helium, and all other constituents and substances produced therewith), including the dewatering for production of coalbed methane gas, and for constructing roads, laying pipe lines, building tanks, storing oil, and erecting other structures thereon which are necessary or convenient for the economical operation of said land to produce, save, take care of, and manufacture all of such substances, said tract of land with any reversionary rights therein being situated in the county of Montgomery, state of Kansas, and described as follows:

The South Half (S/2) of Section 3, Township 34 South, Range 14 East, lying above the depth of approximately seven hundred (700) feet subsurface, including the Wayside and Weiser formations containing 320 acres, more or less.

2. This lease shall remain in force for a term of one (1) year from the date hereof, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline, or any of the products covered by this lease are or can be produced.

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 royalty the market price 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 lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty one-eighth (1/8th) of the market value of such gas at the mouth of the well; if said gas is sold by lessee, then as royalty 1/8th of the proceeds of the sale thereof.

5. 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 term of years first

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5*

STATE OF KANSAS MONTGOMERY COUNTY
FILED FOR RECORD
MARILYN CALHOUN, REGISTER OF DEEDS
11:13:18 AM 7/30/2010 Receipt No.: 41959
LEASE \$6.00
ADDITIONAL PAGES \$8.00
TECHNOLOGY FUND \$10.00
BOOK 591 PAGE 598

→JOHN HORST, ATTORNEY
P.O. BOX 560
CANEY, KS. 67333

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KCC WICHITA

initiates operations for drilling a new well within sixty (60) days from such cessation, and this lease shall remain in force during the diligent prosecution of such operations and, if production results therefrom, then as long as production continues.

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 case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled, shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

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, during the last six months of the primary term hereof, lessee should be prevented from drilling a well hereunder by the order of any constituted authority having jurisdiction there over, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the drilling thereof not being available on account of any cause, the primary term of this lease shall continue until six months after said order is suspended and/or said equipment is available, but the lessee shall pay delay rentals herein provided during such extended time.

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

IN WITNESS WHEREOF, we sign the day and year first above written.

Kaminska Farms, Inc.

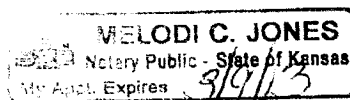

Charles A. Kaminska, President, Lessor

STATE OF KANSAS)
)
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 27TH day of July, 2010,
by Charles A. Kaminska, as President of Kaminska Farms, Inc.


NOTARY PUBLIC

My Appointment Expires:



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KCC MONTGOMERY

EXHIBIT "A"

ADDENDUM TO OIL AND GAS LEASE BY AND BETWEEN KAMINSKA FARMS, INC. AND CHARLES A. KAMINSKA, PRESIDENT, LESSORS, AND CUNNINGHAM CRUDE, LESSEE.

In consideration of the mutual covenants and agreements of the parties set forth in said Oil and Gas Lease, and other good and valuable consideration, it is further agreed by and between Lessors and Lessee as follows:

1. To the extent that the terms and conditions set forth in this Addendum conflict with any terms and conditions set forth in the oil and gas lease to which it is attached, this Addendum shall supercede the terms and conditions of the oil and gas lease.
2. Lessee shall pay to Lessors agreed surface damages prior to the commencement of drilling of any well on the leased premises, the sum of \$500.00, for all damages. Lessee shall pay to Lessors agreed surface damages prior to the setting of any tank battery facility located on the leased premises the sum of \$1,000.00 for all damages.
3. Lessee shall maintain all roadways used in its operations upon the leased premises in a good and workmanlike manner. Lessee agrees to consult with Lessor concerning the location and route of any lease roads on the property (including the continuing use of any existing lease roads). Lessor agrees that they shall not unreasonably withhold their consent to the location and route of any such roads. Lessee agrees to use only one (1) road to each well site. Width of traveled lease roadways shall be reasonable, and in no event shall the width exceed 20 feet. Lessee agrees to gravel roads in areas where needed (i.e. crop land, low-lying areas). Lessee agrees to use all-terrain vehicles when possible as opposed to heavier means of transportation so as to avoid ruts and other damage to Lessor's property.
4. All pipelines or underground electric lines of Lessee located within the tillable crop land and upon the leased premises shall be buried to a depth of not less than 18 inches below the surface of the leased premises.
5. Lessee shall clean up and remove from each well site, tank battery site and gas equipment location, all materials and debris within 120 days after the same has been drilled, completed and/or established. All equipment and appurtenances shall be kept in as clean, neat and orderly appearance as is practical.

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6. Lessee shall, for each pit, slush pond or saltwater pond dug during the course of its drilling operations place all topsoil from the ground on the leased premises into a pile on one side of such pond or pit and place all rough ground, rocks, stumps and subsurface soil into a pile on the opposite side of such pond or pit. Additionally, lessee shall fill in all pits not currently being used.

7. Within 120 days after the completion (completion to include all associated activities such as logging, perforating and fracturing) of the drilling or reworking of any well upon the leased premises requiring the use of a drilling or reworking pit, Lessee shall backfill such drilling or reworking pit, replacing the topsoil on top, and shall, as much as possible, return the surface of the land to its original condition. In like manner, upon completion or abandonment of any well, pit, pond, pipeline, tank battery, or other structure upon or disturbance of the surface of the leased premises, Lessee shall, within 120 days of such completion or abandonment, return the surface of the land to its original condition as nearly as practicable.

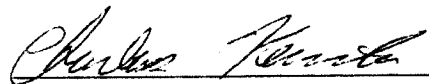
8. Lessee shall have the right during the term of this lease and within 120 days after the expiration of all or any portion thereof to remove all machinery, fixtures or other structures placed upon said premises by Lessee including the right to draw and remove all casing.

~~9. Lessee may not extend the term of this lease under the shut-in clause (paragraph 6) for a period exceeding two (2) total years.~~

10. Lessee shall construct and maintain good and substantial fences around all tank batteries, wells and other leasehold facilities.

In witness whereof, the parties have executed this Addendum to Oil and Gas Lease this 27th day of July, 2010.

Kaminska Farms, Inc.



Charles A. Kaminska, President, Lessor

Cunningham Crude



Ron Cunningham, Lessee

RECEIVED

JAN 24 2011

KCC WICHITA