

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 92 ..
☐ Gas Lease: No. of Gas Wells ..
☐ Gas Gathering System: ..
☐ Saltwater Disposal Well - Permit No.: ..
Spot Location: .. feet from ☐ N / ☐ S Line
.. feet from ☐ E / ☐ W Line
☒ Enhanced Recovery Project Permit No.: E-23646
Entire Project: ☒ Yes ☐ No
Number of Injection Wells 10 11 ..

Field Name: Farlington

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

Effective Date of Transfer: 6/28/12

KS Dept of Revenue Lease No.: 121613

Lease Name: Pearson

NE4 - - - - Sec. 4 Twp. 28S R. 23 ☒ E ☐ W

Legal Description of Lease: NE/4 T28S R23E Sec 4

County: Crawford

Production Zone(s): Peru

Injection Zone(s): Peru

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 OF ☐ Drilling

Past Operator's License No. New Lease

Contact Person: ..

Past Operator's Name & Address: Landowner

Phone: ..

See Attached Lease Agreement

Date: ..

Title: ..
Add'l Information On File.

Signature: ..

New Operator's License No. 34353 ✓

Contact Person: Brandon L Guiles

New Operator's Name & Address: Multiplex Resources, Inc

Phone: 281-424-3242

1300 Rollingbrook Dr., Suite 605

Oil / Gas Purchaser: High Sierra

Baytown, Tx 77521

Date: 6-28-12

Title: President

Signature: [Signature]

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.

Multiplex Resources Inc is acknowledged as

the new operator and may continue to inject fluids as authorized by

Permit No.: E-23,646 Recommended action: Need WCC's

for Last Syng - 2006-2011

Date: 12-5-12 Cheryl J. 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 ..

PRODUCTION ..

UIC ..

Mail to: Past Operator ..

New Operator ..

District (3)

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

RECEIVED
NOV 05 2012
KCC WICHITA

062812_Pearson_IMJ.pdf

Must Be Filed For All Wells

KDOR Lease No.: 121613

Lease Name: Pearson

Location: NE/4 T28S R23E Sec 4

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)
W05-110	15-037-21076 ✓	4480	Circle FSL/FNL	1463 Circle FEL/FWL	INJ X PROD
W06-62	15-037-21095 ✓	3404	FSL/FNL	672 FEL/FWL	OIL PROD
W07-80	15-037-21100 ✓	3223	FSL/FNL	175 FEL/FWL	OIL PROD
W08/102	15-037-21052 ✓	3393	FSL/FNL	190 FEL/FWL	OIL PROD
W09/78	15-037-21092 ✓	3545	FSL/FNL	179 FEL/FWL	OIL PROD
W10/29	15-037-21009 ✓	3714	FSL/FNL	179 FEL/FWL	OIL PROD
W11-184	15-037-21107 ✓	3866	FSL/FNL	179 FEL/FWL	OIL PROD
W12-25	15-037-21011 ✓	3873	FSL/FNL	334 FEL/FWL	INJ X OIL PROD
W13/193	15-037-21116 ✓	3714	FSL/FNL	338 FEL/FWL	OIL PROD
W14/75	15-037-21044 ✓	3630	FSL/FNL	277 FEL/FWL	OIL PROD
W15/69	15-037-21042 ✓	3550	FSL/FNL	338 FEL/FWL	OIL PROD
W16/76	15-037-21099 ✓	3466	FSL/FNL	261 FEL/FWL	OIL PROD
W17/71	15-037-21043 ✓	3393	FSL/FNL	349 FEL/FWL	OIL PROD
W18/27	15-037-21013 ✓	3302	FSL/FNL	281 FEL/FWL	OIL PROD
W19-64	15-037-21084 ✓	3393	FSL/FNL	517 FEL/FWL	OIL PROD
W20/95	15-037-21050 ✓	3320	FSL/FNL	595 FEL/FWL	OIL PROD
W21/92	15-037-21049 ✓	3258	FSL/FNL	692 FEL/FWL	OIL PROD
W22-79	15-037-21083 ✓	3338	FSL/FNL	754 FEL/FWL	OIL PROD
W23-54	15-037-21094 ✓	3253	FSL/FNL	851 FEL/FWL	OIL PROD
W24/49	15-037-21036 ✓	3345	FSL/FNL	919 FEL/FWL	OIL PROD
W25/53	15-037-21079 ✓	3350	FSL/FNL	1083 FEL/FWL	OIL PROD
W26-40	15-037-21027 ✓	3496	FSL/FNL	1107 FEL/FWL	OIL PROD
W27/42	15-037-21029 ✓	3648	FSL/FNL	1344 FEL/FWL	OIL PROD
W28/47	15-037-21034 ✓	3781	FSL/FNL	1487 FEL/FWL	OIL PROD

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.

RECEIVED
JUL 02 2012

KCC WICHITA

Must Be Filed For All Wells

KDOR Lease No.: 121613

Lease Name: Pearson

Location: NE/4 T28S R23E Sec 4

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)		
W29-67	15-037-21081✓	3484	Circle FSL/FNL	1474	Circle FEL/FWL	OIL	PROD
W30/68	15-037-21096✓	3193	FSL/FNL	1445	FEL/FWL	OIL	PROD
W31-108	15-037-21074 ✓	4473	FSL/FNL	2285	FEL/FWL	INJ X	PROD
W32-05	15-037-20983 ✓	3442	FSL/FNL	990	FEL/FWL	INJ X	PROD
W33-45	15-037-21032 ✓	3739	FSL/FNL	807	FEL/FWL	INJ X	PROD
W34-65	15-037-21041✓	3059	FSL/FNL	484	FEL/FWL	OIL	PROD
W35/48	15-037-21035✓	3502	FSL/FNL	754	FEL/FWL	OIL	PROD
W36/88	15-037-21048✓	3424	FSL/FNL	842	FEL/FWL	OIL	PROD
W37-44	15-037-21031✓	3509	FSL/FNL	908	FEL/FWL	OIL	PROD
W38/56	15-037-21038✓	3593	FSL/FNL	990	FEL/FWL	OIL	PROD
W39/41	15-037-21028✓	3684	FSL/FNL	1054	FEL/FWL	OIL	PROD
W40/01	15-037-20979✓	3799	FSL/FNL	1242	FEL/FWL	OIL	PROD
W41/39	15-037-21024✓	3952	FSL/FNL	1291	FEL/FWL	OIL	PROD
W42/2	15-037-20980✓	4098	FSL/FNL	1286	FEL/FWL	OIL	PROD
W43/8	15-037-20986✓	4018	FSL/FNL	1222	FEL/FWL	OIL	PROD
W44/81	15-037-21046✓	3934	FSL/FNL	1136	FEL/FWL	OIL	PROD
W45/6	15-037-20984✓	3855	FSL/FNL	1059	FEL/FWL	OIL	PROD
W46/9	15-037-20987✓	3750	FSL/FNL	981	FEL/FWL	OIL	PROD
W94/106	15-037-21072✓	4492	FSL/FNL	2433	FEL/FWL	OIL	PROD
W95/32	15-037-21017✓	4280	FSL/FNL	2587	FEL/FWL	OIL	PROD
W96/107	15-037-21073✓	4400	FSL/FNL	2322	FEL/FWL	OIL	PROD
W97-22	15-037-21007✓	4400	FSL/FNL	2073	FEL/FWL	OIL	PROD
W98/33	15-037-21018✓	4564	FSL/FNL	2037	FEL/FWL	OIL	PROD
W99/34	15-037-21019✓	4552	Circle FSL/FNL	1869	Circle FEL/FWL	OIL	PROD

RECEIVED
JUL 01
KCC WIC

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.

RECEIVED
JUL 02 2012
KCC WICHITA

Must Be Filed For All Wells

KDOR Lease No.: 121613

Lease Name: Pearson

Location: NE/4 T28S R23E Sec 4

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)		
W49/63	15-037-21040 ✓	3491	Circle FSL/FNL	581	Circle FEL/FWL	OIL	PROD
W50/60	15-037-21089 ✓	3568	FSL/FNL	663	FEL/FWL	OIL	PROD
W51/55	15-037-21102 ✓	3660	FSL/FNL	736	FEL/FWL	OIL	PROD
W52/14	15-037-20499 ✓	3818	FSL/FNL	900	FEL/FWL	OIL	PROD
W53/10	15-037-20995 ✓	3909	FSL/FNL	981	FEL/FWL	OIL	PROD
W54/12	15-037-20997 ✓	4006	FSL/FNL	1050	FEL/FWL	OIL	PROD
W55/61	15-037-21080 ✓	4091	FSL/FNL	1120	FEL/FWL	INJ X	PROD
W56/7	15-037-20985 ✓	4188	FSL/FNL	1198	FEL/FWL	OIL	PROD
W57/192	15-037-21115 ✓	4280	FSL/FNL	1262	FEL/FWL	OIL	PROD
W58/190	15-037-21113 ✓	4339	FSL/FNL	1474	FEL/FWL	OIL	PROD
W60/38	15-037-21023 ✓	4552	FSL/FNL	1372	FEL/FWL	OIL	PROD
W61/37	15-037-21022 ✓	4473	FSL/FNL	1218	FEL/FWL	OIL	PROD
W62-13	15-037-20998 ✓	4267	FSL/FNL	1112	FEL/FWL	OIL	PROD
W63-4	15-037-20982 ✓	4164	FSL/FNL	1034	FEL/FWL	OIL	PROD
W64/16	15-037-21001 ✓	4085	FSL/FNL	957	FEL/FWL	OIL	PROD
W65/17	15-037-21002 ✓	4006	FSL/FNL	900	FEL/FWL	OIL	PROD
W66/15	15-037-21000 ✓	3914	FSL/FNL	802	FEL/FWL	OIL	PROD
W67-59	15-037-21088 ✓	3727	FSL/FNL	672	FEL/FWL	OIL	PROD
W69-19	15-037-21004 ✓	3655	FSL/FNL	575	FEL/FWL	OIL	PROD
W70/66	15-037-21090 ✓	3563	FSL/FNL	500	FEL/FWL	OIL	PROD
W01-109	15-037-21075 ✓	4498	FSL/FNL	2126	FEL/FWL	INJ X	PROD
W02/73	15-037-21082 ✓	4485	FSL/FNL	1861	FEL/FWL	INJ X	PROD
W03/18	15-037-21003 ✓	4388	FSL/FNL	464	FEL/FWL	INJ X	PROD
W04/26	15-037-21012	4260	Circle FSL/FNL	296	Circle FEL/FWL	INJ	PROD

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.

RECEIVED
JUL 02 2012
KCC WICHITA
PA 1-13-2011
(Plugged-we do NOT transfer plugged wells)

Must Be Filed For All Wells

KDOR Lease No.: 121613

* Lease Name: Pearson

* Location: NE/4 T28S R23E Sec 4

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)
W71/77	15-037-21045 ✓	3484 ^{Circle} FSL/FNL	436 ^{Circle} FEL/FWL	OIL	PROD
W72/99	15-037-21051 ✓	3648 FSL/FNL	422 FEL/FWL	OIL	PROD
W73/24	15-037-21010 ✓	3739 FSL/FNL	504 FEL/FWL	INJ X	PROD
W74/21	15-037-21006 ✓	3903 FSL/FNL	648 FEL/FWL	OIL	PROD
W75/51	15-037-21085 ✓	4078 FSL/FNL	798 FEL/FWL	INJ X	PROD
W76/11	15-037-20996 ✓	4564 FSL/FNL	1527 FEL/FWL	OIL	PROD
W77/112	15-037-21078 ✓	4255 FSL/FNL	953 FEL/FWL	OIL	PROD
W78/189	15-037-21112 ✓	4491 FSL/FNL	884 FEL/FWL	OIL	PROD
W79/191	15-037-21114 ✓	4067 FSL/FNL	652 FEL/FWL	OIL	PROD
W80/23	15-037-21008 ✓	4055 FSL/FNL	480 FEL/FWL	OIL	PROD
W81/185	15-037-21108 ✓	4049 FSL/FNL	330 FEL/FWL	OIL	PROD
W82/187	15-037-21110 ✓	3896 FSL/FNL	493 FEL/FWL	OIL	PROD
W83/183	15-037-21106 ✓	402 4042 FSL/FNL	166 FEL/FWL	OIL	PROD
W84/186	15-037-21109 ✓	4219 FSL/FNL	464 FEL/FWL	OIL	PROD
75/70 W85/18	21097 ✓ 15-037-21003	4357 FSL/FNL	142 FEL/FWL	OIL	PROD
W86/28	15-037-21014 ✓	4206 FSL/FNL	146 FEL/FWL	OIL	PROD
W87/20	21005 ✓ 15-037-21895	4564 FSL/FNL	701 FEL/FWL	OIL	PROD
W88/111	15-037-21077 ✓	4564 FSL/FNL	1527 FEL/FWL	OIL	PROD
W89/03	15-037-20981 ✓	4188 FSL/FNL	1450 FEL/FWL	OIL	PROD
W91/30	15-037-21015 ✓	4570 FSL/FNL	2530 FEL/FWL	OIL	PROD
W92/31	15-037-21016 ✓	4564 FSL/FNL	2351 2530 FEL/FWL	OIL	PROD
W93/	15-037-20989 ✓	4577 FSL/FNL	2192 FEL/FWL	OIL	PROD
W47/43	15-037-21030 ✓	3666 FSL/FNL	900 FEL/FWL	OIL	PROD
W48/52	15-037-21086 ✓ 21086	3575 ^{Circle} FSL/FNL	822 ^{Circle} FEL/FWL	OIL	PROD

RECEIVED
JUL 02
KCC WICH

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.

RECEIVED
JUL 02 2012
KCC WICHITA

* Lease Name: **Pearson**

* Location: NE/4 T28S R23E Sec 4

RECEIVED
JUL 02 2012
KCC WICHITA

* 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.

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 # 34353
Name: Multiplex Resources, Inc
Address 1: 1300 Rollingbrook Dr
Address 2: Suite 605
City: Coyote State: TX Zip: 77521
Contact Person: Brenda Guiles
Phone: (281) 424-3242 Fax: ()
Email Address: info@multiplexresources.net

Well Location:
Sec. 4 Twp. 28 S. R. 23 ☒ East ☐ West
County: Crawford
Lease Name: Pearson Well #: All

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below: NE 1/4 T28S R23E Sec 4

Surface Owner Information:

Name: Jones A Worrell (Hovie Worrell)
Address 1: 1085 N. Hwy 7
Address 2:
City: Fort Scott State: KS Zip: 66701

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: 10-16-12 Signature of Operator or Agent: [Signature] Title: President

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

RECEIVED
OCT 29 2012
KCC WICHITA

OIL AND GAS LEASE

AGREEMENT, made and entered into this 7th day of June 2012, by and between **HOWIE WORRELL a/k/a JAMES A WORRELL III and James Worrell II**, hereinafter called lessor and **WALNUT CREEK ENERGY LP by it's GENERAL PARTNER, CHEROKEE BASIN HOLDINGS, LLC**, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of the sum of \$10.00 and other good and valuable consideration, in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grand, lease and let unto lessee, for the sole purpose of operating for and producing of oil, and to produce, save and take care of said products, all that certain tract of land situated in Crawford County, Kansas, described as follows, to wit:

Government Lots Number One (1) and Two (2) of the Northeast Quarter (NE/4) (said Lots Number One (1) and Two (2) being the same land as the Fractional North Half (N/2) of the Northeast Quarter (NE/4), AND the South Half (S/2) of the Northeast Quarter (NE/4), AND the North Half (N/2) of the Southeast Quarter (SE/4) all in Section Four (4) Township Twenty Eight (28) South Range Twenty Three (23) East of the Sixth Principal Meridian, Crawford County, Kansas according to the United States Government Survey thereof:

Containing 240 Acres more or less. Known as the Pearson Lease.

It is agreed that this lease shall remain in full force for a term of ONE (1) Years(s) from this date, and as long thereafter as oil is produced from said land by the lessee, or the premises are being developed or operated.

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

1. To deliver to the lessor, free of cost, in the pipeline or tanks to which the lessee may connect his wells, the equal 15% (Fifteen Percent) of all oil produced and saved from the leased premises.

If said lessor owns a less interest in the above described and than the entire and undivided free simple estate therein, then the royalties and rentals herein provided shall be paid to the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interests so acquired.

2. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operation therein, except water from wells of lessor. The lessee shall be able to utilize any gas produced as a byproduct from existing or future oil wells for lease purposes which may or may not include injection back into the producing formation to aid in secondary recovery of oil.
3. Lessee shall give lessor **Thirty (30) days written notice** before assigning or transferring said lease to a third party. Lessee shall provide lessor with all contact information for said party that lease shall be assigned to. If the state of either party hereto is assigned, the covenants and agreements contained herein shall extend to their heirs, executors, administrators, successors or assigns, but no change in ownership of the land or assignment of rentals or royalties shall be binding upon the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof.

RECEIVED

JUL 02 2012

KCC WICHITA

4. Lessee shall extend to lessor the courtesy of a **First Right Of Refusal** to purchase said lease should the lessee choose to divest. Lessee shall provide to lessor in writing the amount for which they will divest the lease. Lessor shall have Ten (10) days to either accept or decline to purchase said lease. The asking price for the lease as well as the assumed value of the lease shall be at the sole discretion of the lessee. At no time shall lessee be required to entertain offers from lessor for any monetary amount outside of the amount that the lessee so chooses. If the Lessor does not inform the Lessee in writing within ten days of notification it will be the understanding of both the lessee and lessor that the Lessor has waived its rights to first right of refusal and the lease shall be sold to an outside entity.
5. Lessor shall extend to lessee a **First Right of Refusal** to all gas rights associated with the property. Lessee shall have Ten (10) days upon written notice to either accept or decline to obtain the said gas lease at a price as dictated by market values and any outside offers. Lessor shall provide to lessee any binding offers as pertaining to said gas rights so that lessee can match said offer.

When required by lessor, lessee shall bury pipelines 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 damages caused by its operations to growing crops on said land

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

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 the like effect as if such well had been completed within the term of years herein first mentioned.

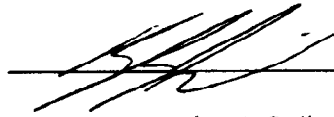
If the estate of either party hereto is transferred, and the privilege of transferring in whole or part is expressly allowed, or if the rights hereunder of either party hereto are vested by descent or devise, the covenants hereof shall extend to and be binding on the heirs, devisees, executors, administrators, successor or assigns, buy no change in the ownership of said land or of any right hereunder shall be binding on the lessee until after the lessee has been furnished with the original or a certified copy thereof of any transfer by lessor or with a certified copy of the will of lessor together with a transcript of the probate thereof, or, in the event the lessor dies interstate and his estate is being administered, with a transcript of the administration proceedings, or in the event of the death of lessor and no administration being had on the estate, with an instrument satisfactory to the lessee executed by lessors heirs authorizing payment or deposit or tender for deposit to their credit hereinbefore provided, at least thirty days before said rentals and royalties are payable or due, and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lease or any assignee thereof shall make due payments of said rentals. 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. If the leased premises are now or hereafter owned in severalty or in separate tracts, the premises, nevertheless, may be developed and operated as an entirety, and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased area. There shall be no obligation on the part of the lessee to offset wells on certain tracts in to which the land covered by this lease may hereafter be divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks for the oil produced from separate tracts.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that, in the event of default of payment by lessor, the lessee shall have the right at any time to redeem on behalf of the lessor by payment of, any mortgages, taxes or other liens on the above described lands. In this event, the lessee shall be subrogated to the rights of the holder thereof and may reimburse itself from any rental or royalties accruing hereunder, which are otherwise due to lessor.

RECEIVED
JUL 02 2012
KCC WICHITA

In witness Whereof, the undersigned owner have signed and sealed this instrument the 14th
day of June, 2012 with an effective date of May 25, 2012.



Lessee – Brandon L Guiles, President Cherokee Basin Holdings

Walnut Creek Energy, LP

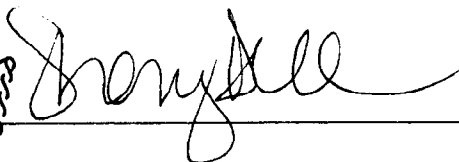
By Its General Partner

Cherokee Basin Holdings, LLC

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 14th day of June, 2012 BY
Brandon L. Guiles.



Notary Public-State of TEXAS

In witness Whereof, the undersigned owners have signed and sealed this instrument the 11th
day of June, 2012 with an effective date of May 25, 2012.

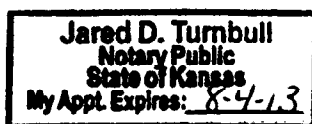
James A Worrell III
Lessor - Howie Worrell a/k/a James A Worrell, III

James Worrell II
Lessor - James Worrell II

THE STATE OF KANSAS

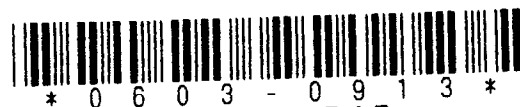
COUNTY OF Crawford

This instrument was acknowledged before me on the 11th day of June, 2012 BY
Howie Worrell and James A. Worrell, III.



J. Turnbull
Notary Public-State of KANSAS

RECEIVED
JUL 02 2012
KCC WICHITA



0603-0913

JEANETTE NEPOTE
CRAWFORD COUNTY REGISTER

GIRARD, KS
RECORDED ON 06/18/2012 09:27:51AM

INDEBT: 0.00
REC FEE: 14.00
TECH FEE: 10.00
TOTAL: \$24.00

PAGES: 5

Peak Creek Energy
0 Rollingbrook Drive
Stown, Tx. 77521

A.A.P.L. FORM 610 - 1989
MODEL FORM OPERATING AGREEMENT

OPERATING AGREEMENT

DATED

May 15, 2012,

OPERATOR Multiplex Resources, Inc

CONTRACT AREA Said leases as attached in Exhibit A.

COUNTY OR PARISH OF Crawford, **STATE OF** Kansas

OPERATING AGREEMENT

THIS AGREEMENT, entered into by and between Multiplex Resources, Inc.

hereinafter designated and referred to as "Operator," and the signatory party or parties other than Operator, sometimes hereinafter referred to individually as "Non-Operator," and collectively as "Non-Operators."

WITNESSETH:

WHEREAS, the parties to this agreement are owners of Oil and Gas Leases and/or Oil and Gas Interests in the land identified in Exhibit "A," and the parties hereto have reached an agreement to explore and develop these Leases and/or Oil and Gas Interests for the production of Oil and Gas to the extent and as hereinafter provided,

NOW, THEREFORE, it is agreed as follows:

ARTICLE I.

DEFINITIONS

As used in this agreement, the following words and terms shall have the meanings here ascribed to them:

A. The term "AFE" shall mean an Authority for Expenditure prepared by a party to this agreement for the purpose of estimating the costs to be incurred in conducting an operation hereunder.

B. The term "Completion" or "Complete" shall mean a single operation intended to complete a well as a producer of Oil and Gas in one or more Zones, including, but not limited to, the setting of production casing, perforating, well stimulation and production testing conducted in such operation.

C. The term "Contract Area" shall mean all of the lands, Oil and Gas Leases and/or Oil and Gas Interests intended to be developed and operated for Oil and Gas purposes under this agreement. Such lands, Oil and Gas Leases and Oil and Gas Interests are described in Exhibit "A."

D. The term "Deepen" shall mean a single operation whereby a well is drilled to an objective Zone below the deepest Zone in which the well was previously drilled, or below the Deepest Zone proposed in the associated AFE, whichever is the lesser.

E. The terms "Drilling Party" and "Consenting Party" shall mean a party who agrees to join in and pay its share of the cost of any operation conducted under the provisions of this agreement.

F. The term "Drilling Unit" shall mean the area fixed for the drilling of one well by order or rule of any state or federal body having authority. If a Drilling Unit is not fixed by any such rule or order, a Drilling Unit shall be the drilling unit as established by the pattern of drilling in the Contract Area unless fixed by express agreement of the Drilling Parties.

G. The term "Drillsite" shall mean the Oil and Gas Lease or Oil and Gas Interest on which a proposed well is to be located.

H. The term "Initial Well" shall mean the well required to be drilled by the parties hereto as provided in Article VI.A.

I. The term "Non-Consent Well" shall mean a well in which less than all parties have conducted an operation as provided in Article VI.B.2.

J. The terms "Non-Drilling Party" and "Non-Consenting Party" shall mean a party who elects not to participate in a proposed operation.

K. The term "Oil and Gas" shall mean oil, gas, casinghead gas, gas condensate, and/or all other liquid or gaseous hydrocarbons and other marketable substances produced therewith, unless an intent to limit the inclusiveness of this term is specifically stated.

L. The term "Oil and Gas Interests" or "Interests" shall mean unleased fee and mineral interests in Oil and Gas in tracts of land lying within the Contract Area which are owned by parties to this agreement.

M. The terms "Oil and Gas Lease," "Lease" and "Leasehold" shall mean the oil and gas leases or interests therein covering tracts of land lying within the Contract Area which are owned by the parties to this agreement.

N. The term "Plug Back" shall mean a single operation whereby a deeper Zone is abandoned in order to attempt a Completion in a shallower Zone.

O. The term "Recompletion" or "Recomplete" shall mean an operation whereby a Completion in one Zone is abandoned in order to attempt a Completion in a different Zone within the existing wellbore.

P. The term "Rework" shall mean an operation conducted in the wellbore of a well after it is Completed to secure, restore, or improve production in a Zone which is currently open to production in the wellbore. Such operations include, but are not limited to, well stimulation operations but exclude any routine repair or maintenance work or drilling, Sidetracking, Deepening, Completing, Recompleting, or Plugging Back of a well.

Q. The term "Sidetrack" shall mean the directional control and intentional deviation of a well from vertical so as to change the bottom hole location unless done to straighten the hole or to drill around junk in the hole to overcome other mechanical difficulties.

R. The term "Zone" shall mean a stratum of earth containing or thought to contain a common accumulation of Oil and Gas separately producible from any other common accumulation of Oil and Gas.

Unless the context otherwise clearly indicates, words used in the singular include the plural, the word "person" includes natural and artificial persons, the plural includes the singular, and any gender includes the masculine, feminine, and neuter.

ARTICLE II.

EXHIBITS

The following exhibits, as indicated below and attached hereto, are incorporated in and made a part hereof:

☒ A. Exhibit "A," shall include the following information:

- (1) Description of lands subject to this agreement,
- (2) Restrictions, if any, as to depths, formations, or substances,
- (3) Parties to agreement with addresses and telephone numbers for notice purposes,
- (4) Percentages or fractional interests of parties to this agreement,
- (5) Oil and Gas Leases and/or Oil and Gas Interests subject to this agreement,
- (6) Burdens on production.

☒ B. Exhibit "B," Form of Lease.

☒ C. Exhibit "C," Accounting Procedure.

☒ D. Exhibit "D," Insurance.

☒ E. Exhibit "E," Gas Pooling Agreement.

☒ F. Exhibit "F," Non-Discrimination and Certification of Non-Segregated Facilities.

☒ G. Exhibit "G," Tax Partnership.

☐ H. Other: