

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
July 2014

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 _____ **
- ☒ Gas Lease: No. of Gas Wells 1 **
- ☐ 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.: _____
- Entire Project: ☐ Yes ☐ No
- Number of Injection Wells _____ **

Field Name: Forest City Coal Gas Area

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

Effective Date of Transfer: 1/1/2016

KS Dept of Revenue Lease No.: 227600

Lease Name: Shirk

 - N/2 - SW/4 - NE/4 Sec. 16 Twp. 16 R. 25 ☒ E ☐ W

Legal Description of Lease: N/2 of the SW/4 of the NE/4 of Sec 16-16-25E

County: Miami

Production Zone(s): Marmaton, Cherokee

Injection Zone(s): _____

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

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

Past Operator's License No. 34570 Exp. 6/30/13

Past Operator's Name & Address: Central States Energy LLC
24850 Farley Bucyrus KS 66013

Title: Director of Operations

Contact Person: "See attached lease agreements"

Phone: 913-238-2261

Date: _____

Signature: _____

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KANSAS CORPORATION COMMISSION

MAY 05 2016

CONSERVATION DIVISION
WICHITA, KS

New Operator's License No. 34971 ✓

New Operator's Name & Address: Eastern Kansas Operating LLC
9532 E Riggs Road
Sun Lakes AZ 85248

Title: Agent

Contact Person: LaDawn Ferrell

Phone: 620-672-9700

Oil / Gas Purchaser: Riverdale Pipeline LTD

Date: 5/3/16

Signature: LaDawn Ferrell

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.

_____ is acknowledged as
the new operator and may continue to inject fluids as authorized by
Permit No.: _____. Recommended action: _____

Date: _____
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 5-13-16 PRODUCTION 5-16-16 UIC 5-13-16
Mail to: Past Operator _____ New Operator _____ District _____

Must Be Filed For All Wells

* Lease Name: Shirk

* Location: N/2 of the SW/4 of the NE/4 of Sec 16-16-25E

[illegible]

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MAY 05 2016

~~CONSERVATION DIVISION~~
~~WICHITA, KS~~

* 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 2014
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 # 34971
Name: Eastern Kansas Operating LLC
Address 1: 9532 E Riggs Road
Address 2: _____
City: Sun Lakes State: AZ Zip: 85248 + _____
Contact Person: LaDawn Ferrell
Phone: (620) 672-9700 Fax: (620) 672-5280
Email Address: lferrell@profsecservices.com

Well Location:
N2 SW4 NE/4 Sec. 16 Twp. 16 S. R. 25 ☒ East ☐ West
County: Miami
Lease Name: Shirk Well #: 1-16

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

Surface Owner Information:

Name: Larry & Linda Shirk
Address 1: 25718 Mission Bellview
Address 2: _____
City: Louisburg State: KS Zip: 66053 + _____

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WICHITA, KS

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 must provide the name and address of the surface owner by filling out the top section of this form and 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: 5/3/14 Signature of Operator or Agent: LaDawn Ferrell Title: Agent

The original of this document was submitted for recording
on the 11 day of April, 2008, and will
go of record first date.

Katie Forek
Register of Deeds, Miami Co., KS

3 pages
3 pages
Deposited

GAS LEASE

This Agreement, is entered into this 11 day of April, 2008, between Larry R Shirk and Linda M. Shirk, husband and wife,
(hereinafter called "LESSOR", whether one or more) and Kansas Gas Exploration, LLC, (hereinafter called "LESSEE"), who hereby agree that:

1. The LESSOR, for and in consideration of the sum of \$10.00 and other valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, hereby grant, demise, lease, and let exclusively unto LESSEE for the purposes of its investigating, exploring by geophysical and other means, prospecting, drilling and carrying on of geological and other exploratory work, including core drilling, operating for and producing all gasses, all hydrocarbons, and their respective constituent products as well as any natural resources produced with them, and for all operations associated therewith, including construction of roads, laying pipelines, building tanks, processing facilities, ~~power stations and lines~~ ^{shut} ^{WMS} injecting gas, water and other substances into the subsurface strata and all things necessary or convenient for the economical operation of said exploration, operations and production of said resources, including dewatering of shale or coalbed gas wells, on said land or in conjunction with lands unitized therewith, all on that certain tract of land situated in the county of Miami, State of Kansas, and any reversionary rights therein, described in Exhibit 1 attached hereto and incorporated by reference.

2. This is a PAID-UP LEASE and shall remain in force and effect for a term of 1 year ("Primary Term") from this date and as long thereafter as gas or its constituent products or other hydrocarbons are produced from said land, or as long as LESSEE is conducting operations on said land or lands. If, at the expiration of the Primary Term, gas is not being produced from the premises, but LESSEE is engaged in drilling, reworking or dewatering operations thereon, then this Lease shall continue in full force and effect as long as operations are being continuously prosecuted. Operations shall be considered to be continuously prosecuted if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If, after the discovery of gas on the subject lands or on lands unitized therewith, the production therefrom ceases for any cause after the expiration of the Primary Term, this Lease shall not terminate if LESSEE commences additional drilling, reworking or dewatering operations within ninety (90) days from the date of the cessation of said production or from the date of the completion of the drilling of a dry hole. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if LESSEE shall commence operations for drilling or production at any time while this lease is in force, this lease shall remain in force and its term shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

3. The LESSEE shall pay to LESSOR for gas of whatever nature or kind, including all of its constituent parts, hydrocarbon or otherwise, produced, as royalty, one-eighth (1/8) of the proceeds received from the sale of such produced substances after deducting LESSOR's proportionate share of the costs of preparing and transporting same to the point of sale and delivery, including the costs of compression, dehydration, denitification, processing, treating, gathering and applicable taxes. LESSOR shall have the privilege, at his own risk and expense, of using gas from any gas well on said premises for heating and cooking in one residential dwelling located on the leased premises by making his own connections thereto by using good and safe industry practices in full compliance with all applicable pipeline safety rules and regulations, including K.A.R. 82-11-4, in effect at the time of connection including, but not limited to, odorization of the gas.

4. If, at any time, while there is a gas well or wells on the above land and such well or wells are shut in, and if this lease is not continued in force by some other provisions hereof or if a well has been completed but dewatering operations have commenced, then it shall, nevertheless, continue in force as long as said well or wells are shut in and it shall be considered that the gas is being produced from the leased premises in paying quantities within the meaning of this lease by the LESSEE paying or tendering to LESSOR annually, in advance a substitute or shut-in gas royalty, in an amount equal to \$1.00 per 640 mineral acre. Said advance royalty shall be payable ninety (90) days after the date such well or wells are shut in and annually thereafter. The period covered by said advance or shut in royalty payments shall be measured from the date such well or wells are shut in.

5. If LESSOR owns a lesser interest in the above-described lands than the entire in undivided fee simple estate, 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 rental succeeding rental anniversary after any reversion occurs to cover any such interest so acquired by LESSOR.

6. LESSEE shall have the right to use, free of cost, gas, oil and water found on said land, including water from ponds, for its operations thereon, except water from wells used for domestic purposes by LESSOR. When required by LESSOR, LESSEE agrees to bury its pipelines below plow depth and shall pay for damages caused by its operations in growing crops on said land. LESSEE shall have the right at any time during, or after the expiration of this lease, however not the obligation, to remove all machinery, fixtures, buildings or other structures placed on said premises including the right to draw and remove all casings. LESSEE agrees, upon the completion of any test, as a dry hole, or upon the abandonment of any producing well, to restore the premises to their original contour as nearly as practical.

Page 1 of 3

Received
KANSAS CORPORATION COMMISSION

MAY 05 2016

CONSERVATION DIVISION
WICHITA, KS

shut
WMS

GAS LEASE (Con't)

7. If the estate of other parties hereto is assigned, and the privilege of assigning in whole or in part is expressly permitted, the covenants herein shall extend to the heirs, devisees, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding upon the LESSEE until it has been furnished with either the original recorded instrument of conveyance, or a duly certified copy thereof, or a certified copy of an order of a probate court showing the appointment of an executor or administrator of any deceased owner together with all other original recorded instruments or duly certified copies thereof necessary in showing the complete chain of title back to the LESSOR to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said document shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor or heir of the LESSOR.

8. If the leased premises are now or shall hereinafter be owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the LESSEE to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, descent or otherwise, or to furnish separate measurement facilities. It is hereby agreed that in the event this lease shall be assigned as to a part or as to parts of the above-described land and the holder or owner of any such part or parts shall default in the payment of the proportionate part of the rents or royalties due, such default shall not operate to defeat or affect this lease insofar as it covers a part of said land upon which the LESSEE or any assigned thereof shall make due payment of said rents and royalties. If at any time there may be as many as four parties entitled to rents or royalties, the LESSEE may withhold payment thereof unless and until all the parties designate, in writing, in a recordable instrument to be recorded, and a copy of which provided with the LESSEE, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties and their respective successors in title.

9. LESSOR hereby warrants and agrees to defend the title to the land herein described and agrees that the LESSEE, at its option, may pay and discharge in whole or in part, any taxes, mortgages, or other liens existing, levied or assessed on or against the above-described lands and, in the event it exercises such option, it shall be subordinated to the rights of any holder or holders thereof and may reimburse itself by applying it to the discharge of any such mortgage, tax or other lien, any royalty or rental accruing hereunder.

10. LESSEE may, at any time, cancel or surrender this lease in whole or in part by delivering or mailing such release to the LESSOR, or by placing the same of record in the Register of Deed's Offices in the above-referenced county or counties. In case such lease is surrendered and canceled as to only a portion of the acreage covered hereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion cancelled shall cease and any rentals or royalties thereafter paid may be proportioned on an acreage basis, but as to the portion of acreage not released, the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

11. 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 expressed or implied provisions if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If LESSEE is delayed or prevented from complying with any of the express or implied terms of this lease by virtue of any storm, or other act of God or event of *force majeure* or if such failure is a result of any federal and state law, executive order, rule or regulation, then the delay occasioned by the same shall not be counted against LESSEE and the period for the performance of the obligations under this lease shall be extended for the period of time equal to the time that the LESSEE was so prevented, anything in this lease to the contrary notwithstanding.

12. Any Notice provided under the terms of this Lease shall be provided by registered mail, return receipt requested as follows:

LESSOR: Larry R Shirk and Linda M. Shirk
25718 Mission Bellview
Louisburg, Kansas 66053
913-837-1639

LESSEE: Kansas Gas Exploration, LLC
Attn: Investment Accounting
1055 Broadway, 12th Floor
Kansas City, MO 64105

13. LESSEE agrees to install a cattle guard around and about the well or ^{wells drilled} ~~well~~ IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

By: [Signature]
LESSOR Larry R Shirk

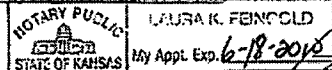
By: [Signature]
LESSOR Linda M. Shirk

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Kansas
COUNTY OF Johnson) ss:

The foregoing instrument was acknowledged before me this 11 day of April, 2008.

by Larry R Shirk and Linda M. Shirk, husband and wife



My Commission Expires:

June 18, 2010

[Signature]
Notary Public

Received
KANSAS CORPORATION COMMISSION
MAY 05 2016
CONSERVATION DIVISION
WICHITA, KS

[Signature]
12/15

Miami County Partners I, LLC

**9532 E Riggs Road
Sun Lakes, AZ 85248**

April 22, 2016

**Kansas Corporation Commission
Conservation Division
266 N. Main St., Ste 220
Wichita, KS 67202-1513**

To Whom It May Concern:

Please be advised that Miami County Partners I, LLC, hereby appoints Eastern Kansas Operating LLC as the Operator of all of our leases.

If you should have any questions or need further information, please contact LaDawn Ferrell at 620-672-9700.

Very truly yours,



**Steve Robson
Manager**

/ms

Enclosure

**Received
KANSAS CORPORATION COMMISSION**

MAY 05 2016

**CONSERVATION DIVISION
WICHITA, KS**

EXHIBIT I

to
GAS LEASE

DATED THIS 11 DAY OF April, 2008

BETWEEN Larry R Shirk and Linda M. Shirk, LESSOR AND

Kansas Gas Exploration, LLC, LESSEE

The lands subject to the referenced Gas Lease are situated in the county of Miami, State of Kansas

In Section(s) 16, Township 16 S, Range 25E, and containing 22.20 acres more or less,

and described as follows:

Township 16 South, Range 25 East:

Section 16: Commencing at the Southeast corner of the Northeast Quarter (SE/cNE/4); thence North 00 degrees 04 minutes 50 seconds East 1253.02 feet along the East line of said Quarter Section to the true point of beginning; thence North 89 degrees 06 minutes 01 seconds West 1320.12 feet; thence South 00 degrees 04 minutes 50 seconds West 534.26 feet along a line parallel to the East line of said Quarter Section; thence North 89 degrees 40 minutes 38 seconds West 665.09 feet along a line parallel to the South line of said Quarter Section; thence South 00 degrees 13 minutes 51 seconds 124.63 feet along a line parallel to the west line of said Quarter Section; thence North 89 degrees 40 minutes 38 seconds West 665.47 feet along a line parallel to the South line of said Quarter Section to a point on the West line of said quarter section; thence North 00 degrees 13 minutes 51 seconds West 717.55 feet along the West line of said Quarter Section to a point being the Northwest corner of the South Half (NW/cS/2) of said Quarter Section; thence South 88 degrees 52 minutes 11 seconds East 1293.99 feet along an existing fence line; thence South 89 degrees 06 minutes 01 seconds East 1360.13 feet along said fence line to a point on the East line of said Quarter Section; thence South 00 degrees 04 minutes 50 seconds West 40.00 feet along the East line of said Quarter Section to the point of beginning.

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KANSAS CORPORATION COMMISSION

MAY 05 2016

CONSERVATION DIVISION
WICHITA, KS

Shirk
LMS

The original of this document was received by recording on the 14th day of April 2008 and will go of record that date.

Katie Forek
Register of Deeds, Johnson Co., KS

2 pages
of Jamie S. Homelinkus
Deputy

GRANT OF RIGHT OF WAY

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, Larry R Shirk and Linda M. Shirk, husband and wife, hereinafter referred to as Grantor, does hereby grant, convey and warrant unto Kansas Gas Exploration, L.L.C., hereinafter referred to as Grantee, its successors, assigns and lessees, the right, privilege and easement to lay, construct, maintain, alter, inspect, repair replace, protect, relocate, change the size of, operate and remove a pipe line or lines, service taps, distribution facilities, valves, regulators, and other equipment appurtenant thereto, for the transportation and distribution of oil or gas in, under, upon, across, over and through the following described lands which Grantor warrants that Grantor owns in fee simple situated in Miami County, State of Kansas and generally described as follows:

See Exhibit "A" Attached

together with the right of ingress to and egress from the above described land and other contiguous land owned by Grantor. In exercising its right of access Grantee shall, whenever practicable, use existing roads or lanes.

Pipelines shall be laid at a minimum depth of three feet below the surface of said land of Grantor.

Grantee shall have the right to clear and keep clear brush, trees, shrubbery, rocks, buildings and other obstructions which, in Grantee's judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line, lines and facilities, or any part thereof, within or upon the above described land. Grantee is not allowed to remove trees or structures without prior written consent, reasonable consent not withheld.

Grantor hereby covenants and agrees that no building, structure, engineering works or any other obstructions will be created, built, erected or constructed on, over or within the above described tract, and after pipe lines are in place, Grantor shall not change the topography of the terrain over the pipe lines without the prior approval and written consent of the Grantee.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor, by the laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line, lines, and facilities. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, one to be appointed by the Grantee, and the third to be chosen by the two so appointed. The damages determined by such persons, or a majority of them shall be conclusive as to the facts.

The Grantor, his heirs, successors, assigns and lessees, shall have the right of use and enjoyment of the above-described land, provided such use does not unreasonably interfere with the uses and purposes granted to Grantee hereunder, and should a dispute arise between Grantor and Grantee or their respective heirs, successors, assigns and lessees, with regard to the use of the premises by Grantor and his heirs, successors, assigns and lessees, said dispute shall be resolved by arbitration and the procedures described in the preceding paragraph.

The rights herein granted may be assigned by Grantee in whole or in part. This grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS the hand of the Grantor(s) this 11 day of April, 2008.

By:

Larry R Shirk

By:

Linda M. Shirk

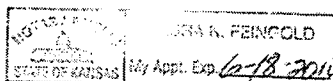
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Kansas
COUNTY OF Johnson

The foregoing instrument was acknowledged before me this 11 day of April, 2008,
by Larry R Shirk and Linda M. Shirk, (LESSOR)

My Commission Expires:

June 18, 2010



James K. Feingold
Notary Public

Received
KANSAS CORPORATION COMMISSION

MAY 05 2016

CONSERVATION DIVISION
WICHITA, KS

JSB
LMS

EXHIBIT A

to
Grant of Right of way

DATED THIS 11 DAY OF April, 2008

BETWEEN Larry R Shirk and Linda M. Shirk, GRANTOR AND

Kansas Gas Exploration, LLC GRANTEE

The lands subject to the referenced Grant of Right of way
are situated in the county of Miami, State of Kansas

In Section(s) 16, Township 16 S, Range 25E, and containing 22.20 acres more or less,

and described as follows:

Township 16 South, Range 25 East:

Section 16: Commencing at the Southeast corner of the Northeast Quarter (SE/cNE/4); thence North 00 degrees 04 minutes 50 seconds East 1253.02 feet along the East line of said Quarter Section to the true point of beginning; thence North 89 degrees 06 minutes 01 seconds West 1320.12 feet; thence South 00 degrees 04 minutes 50 seconds West 534.26 feet along a line parallel to the East line of said Quarter Section; thence North 89 degrees 40 minutes 38 seconds West 665.09 feet along a line parallel to the South line of said Quarter Section; thence South 00 degrees 13 minutes 51 seconds 124.63 feet along a line parallel to the west line of said Quarter Section; thence North 89 degrees 40 minutes 38 seconds West 665.47 feet along a line parallel to the South line of said Quarter Section to a point on the West line of said quarter section; thence North 00 degrees 13 minutes 51 seconds West 717.55 feet along the West line of said Quarter Section to a point being the Northwest corner of the South Half (NW/cS/2) of said Quarter Section; thence South 88 degrees 52 minutes 11 seconds East 1293.99 feet along an existing fence line; thence South 89 degrees 06 minutes 01 seconds East 1360.13 feet along said fence line to a point on the East line of said Quarter Section; thence South 00 degrees 04 minutes 50 seconds West 40.00 feet along the East line of said Quarter Section to the point of beginning.

JAS
LMS

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KANSAS CORPORATION COMMISSION
MAY 05 2016
CONSERVATION DIVISION
WICHITA, KS

The original of this document was received for recording on the 14 day of April 2008 and will go of record that date.

Kalix Forek
Register of Deeds, Miami Co., KS

James Stommershausen
19952 Deputy

AFFIDAVIT OF NON-PRODUCTION

STATE OF Kansas
COUNTY OF Johnson

The undersigned, Larry R Shirk and Linda M. Shirk, husband and wife, being of lawful age and first duly sworn upon oath, states:

I, He/She is well familiar with the following described lands as the undersigned is the owner of the same and has been the owner for _____ years.

to-wit:

The lands subject to the referenced Affidavit of Non-Production are situated in the county of Miami, State of Kansas in Section(s) 16, Township 16 S, Range 25E, and containing 22.20 acres more or less, and described as follows:

Township 16 South, Range 25 East.

Section 16: Commencing at the Southeast corner of the Northeast Quarter (SE1/4NE1/4); thence North 00 degrees 04 minutes 50 seconds East 1253.02 feet along the East line of said Quarter Section to the true point of beginning; thence North 89 degrees 06 minutes 01 seconds West 1320.12 feet; thence South 00 degrees 04 minutes 50 seconds West 534.26 feet along a line parallel to the East line of said Quarter Section; thence North 89 degrees 40 minutes 38 seconds West 665.09 feet along a line parallel to the South line of said Quarter Section; thence South 00 degrees 13 minutes 51 seconds 124.63 feet along a line parallel to the west line of said Quarter Section; thence North 89 degrees 40 minutes 38 seconds West 665.47 feet along a line parallel to the South line of said Quarter Section to a point on the West line of said quarter section; thence North 00 degrees 13 minutes 51 seconds West 717.55 feet along the West line of said Quarter Section to a point being the Northwest corner of the South Half (NW1/2S1/2) of said Quarter Section; thence South 88 degrees 52 minutes 11 seconds East 1293.99 feet along an existing fence line; thence South 89 degrees 06 minutes 01 seconds East 1360.13 feet along said fence line to a point on the East line of said Quarter Section; thence South 00 degrees 04 minutes 50 seconds West 40.00 feet along the East line of said Quarter Section to the point of beginning

The undersigned Affiant knows of his/her own personal knowledge that there is no production of oil or gas on the above-referenced land and there has been no production of oil or gas on the above-referenced land for 13 years/months. Further, there have been no operations conducted on said land for more than 13 months.

Further, the undersigned states that of his/her own personal knowledge that all oil and gas leases pertaining to the captioned premises as of the date of this Affidavit have expired of their own terms, and there are no operations which are being conducted and no rentals being paid which could perpetuate any oil and gas lease pertaining to the captioned premises. Therefore, as of the date below, all oil and gas leases have terminated which pertain to the captioned premises.

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

By: Larry R Shirk
LESSOR Larry R Shirk

By: Linda M Shirk
LESSOR Linda M Shirk

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Kansas
COUNTY OF Johnson

The foregoing instrument was acknowledged before me this 14 day of April, 2008

by Larry R Shirk and Linda M. Shirk, husband and wife

NOTARY PUBLIC
LAURA K. FEINGOLD
STATE OF KANSAS
My Comm. Exp. 6-18-2010
June 18, 2010

Laura K Feingold
Notary Public

Received
KANSAS CORPORATION COMMISSION
MAY 05 2016
CONSERVATION DIVISION
WICHITA, KS

2012-03015
KATIE FORCE
WICHITA COUNTY REGISTER OF DEEDS
DATE RECORDED: 07/05/2012 01:30:47PM
TOTAL FEES: 16.00 NOTARIAL AMOUNT: 0.00
PAGES: 3 RECEIPT: 37604

2012-03015
CENTRAL STATES ENERGY LLC
PO BOX 454
STILLWELL KS 66085

ASSIGNMENT OF OIL AND GAS LEASE(S)

Date: June 14, 2012

Assignor: Kansas Gas Exploration, LLC
1055 Broadway, 12th Floor
Kansas City, MO 64105

Assignee: Miami County Partners I
9141 N. 70th Street
Paradise Valley, AZ 85253

For the sum of one dollar and other consideration, receipt of which is acknowledged, Assignor does hereby sell, assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the following oil and gas lease(s), Less save and except unto Assignor an undivided 1/32nd or 3.125% overriding royalty interest in and to all oil and/or gas, produced and saved from said well or wells:

DESCRIBED IN "EXHIBIT A" ATTACHED HERETO

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

Assignor covenants with Assignee, its successors, legal representatives and assigns, that Assignor is the lawful owner of land and has good title to the interest herein assigned, free and clear of liens, encumbrances and adverse claims, and that Assignor will warrant and forever defend same against all persons whomsoever lawfully claiming or to claim said interest.

This assignment is effective April 1, 2012 notwithstanding the date of execution, acknowledgement, delivery or recording.

Kansas Gas Exploration, LLC

By: Greg Hamilton, Manager

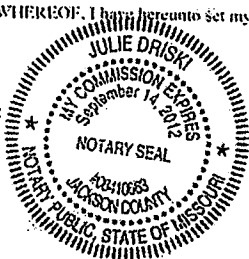
STATE OF Missouri

COUNTY OF Jackson

BE IT REMEMBERED, that on this 14 day of June, 2012, before me a Notary Public in and for the County and State aforesaid, personally appeared Greg Hamilton, Manager of Kansas Gas Exploration, a Limited Liability company, personally known to me to be such Manager and the same person who executed, as such Manager, the above and foregoing instrument in writing on behalf of said company and such person duly acknowledged the execution of the same to be the act and deed of said company.

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

My Commission Expires:



Julie Driski
Notary Public

Received
KANSAS CORPORATION COMMISSION
MAY 05 2016
CONSERVATION DIVISION
WICHITA, KS

"EXHIBIT A"

Lessor Name: Donald R. and Sandra K. Eidemiller
Lessee: Kansas Gas Exploration, LLC
Date: March 19, 2007
Book/Page: 2007-01789
County: Miami

Location:

Township 16 South, Range 25 East:
Section 17: Tract B of Rockville Ranch II Subdivision

Wells known as
Eidemiller 1-17 API number 15-121-28148-0000
Eidemiller 2-17 API number 15-121-28159-0000
Eidemiller 3-17 API number 15-121-28161-0000

Lessor Name: Jeffrey D. and Diane E. Eidemiller
Lessee: Kansas Gas Exploration, LLC
Date: April 16, 2007
Book/Page: 2007-02431
County: Miami

Location:

Township 16 South, Range 25 East:
Section 17: Lot 5 of Rockville Ranch Subdivision

Wells known as
Eidemiller 4-17 API number 15-121-28164-0000

Lessor Name: Douglas E. and Gwendolyn K Strubbe
Lessee: Osborn Land & Cattle, L.L.C.
Date: July 13, 2006
Book/Page: 2006/2662
County: Miami
As Assigned: September 1, 2006 in book/page: 2006-03930 in Miami County

Location:

Township 16 South, Range 25 East:
Section 16: The Northeast Quarter of the Northwest Quarter containing 40 acres more or less.

Wells known as
Strubbe 1-16 API number 15-121-28255-0000
Strubbe 2-16 API number 15-121-28256-0000
Strubbe 3-16 API number 15-121-28257-0000

Lessor Name: Larry R. and Linda Shirk
Lessee: Kansas Gas Exploration, LLC
Date: April 14, 2008
Book/Page: 2008-02091
County: Miami

Location:

Township 16 South, Range 25 East:
Section 16: Commencing at the Southeast corner of the Northeast Quarter (SE/cNE/4); thence North 00 degrees 04 minutes 50 seconds East 1253.02 feet along the East line of said Quarter Section to the true point of beginning; thence North 89 degrees 06 minutes 01 seconds West 1320.12 feet; thence South 00 degrees 04 minutes 50 seconds West 534.26 feet along a line parallel to the East line of said Quarter Section; thence North 89 degrees 40 minutes 38 seconds West 665.09 feet along a line parallel to the South line of said Quarter Section; thence South 00 degrees 13 minutes 51 seconds 124.63 feet along a line parallel to the west line of said Quarter Section; thence North 89 degrees 40 minutes 38 seconds West 665.47 feet along a line parallel to the South line of said Quarter Section to a point on the West line of said quarter section; thence North 00 degrees 13 minutes 51 seconds West 717.55 feet along the West line of said Quarter Section to a point being the Northwest corner of the South Half (NW/cS/2) of said Quarter Section; thence South 88 degrees 52 minutes 11 seconds East 1293.99 feet along an existing fence line; thence South 89 degrees 06 minutes 01 seconds East 1360.13 feet along said fence line to a point on the East line of said Quarter Section; thence South 00 degrees 04 minutes 50 seconds West 40.00 feet along the East line of said Quarter Section to the point of beginning.

Wells known as
Shirk 1-16 API number 15-121-28208-0000

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KANSAS CORPORATION COMMISSION
MAY 05 2016
CONSERVATION DIVISION
WICHITA, KS

Lessor Name: Gary D. Kircher
Lessee: Kansas Gas Exploration, LLC
Date: October 11, 2006
Book/Page: 2006-04974
County: Miami

Location:

Township 16 South, Range 25 East:
Section 9: The North half of the Southeast Quarter (N/2 SE/4), excepting the South 600.0 feet of the East
1958.26ft (53.95 A m/1)

Wells known as
Kircher 10-9 API number 15-121-28203-0000
Kircher 13-9 API number 15-121-28296-0000

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MAY 05 2016
CONSERVATION DIVISION
WICHITA, KS