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: Effective Date of Transfer: __2/1/2004 Oil Lease: No. of Oil Wells Gas Lease: No. of Gas Wells KS Dept of Revenue Lease No.: 222373 (WOLF 1 ONLY) Gas Gathering System: Lease Name: WOLF LEASE Saltwater Disposal Well - Permit No .: ___ _ N2 _ S2 Sec. 12 Twp. 29S R. 15 feet from N / S Line All of section 12-29S-15E, Legal Description of Lease: _ feet from | E / | W Line Except W/2 NW/4 Enhanced Recovery Project Permit No.: County: WILSON Entire Project: Yes No Number of Injection Wells Production Zone(s):_ Field Name: Injection Zone(s): ** Side Two Must Be Completed. Surface Pit Permit No.: feet from N / S Line of Section (API No. if Drill Pit, WO or Haul) W Line of Section Type of Pit: Emergency Settling Haul-Off Workover Past Operator's License No. _ New Lease Contact Person: KCC WICHITA Past Operator's Name & Address: Phone: nment, Conveyance & Bill of Signature: RECEIVED New Operator's License No. ___33344 ✓ Contact Person: Stephen L. DeGiusti New Operator's Name & Address: QUEST CHEROKEE, LLC Phone: 405-702-7420 Oil / Gas Purchaser: POSTROCK MIDCONTINENT PRODUCTION LLC 210 PARK AVENUE, STE 2750 OKLAHOMA CITY, OK 73102 By PostRock MidContinent Production, LLC, successor by merger, Signature: By PostRock Energy Services Corporation, its sole member, By Stephen L De Giusti, Secretary and Treasurer Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # 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 is acknowledged as the new operator and may continue to inject fluids as authorized by the new operator of the above named lease containing the surface pit Permit No.: _____ . Recommended action: permitted by No.: _ Date: Authorized Signature, Authorized Signature PRODUCTION . UIC DISTRICT

District _

New Operator

Mail to: Past Operator _





Must Be Filed For All Wells

KDOR Lease No.: 222373 (WOLF 1 ONLY)

* Lease Name:	WOLF LEASE	* Location:	* Location:All of section12-29S-15E, except W/2 NW/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)
1	15-205-25114	4620 FSL 738 FSL FNL	2970 FEL Circle 2451 FELFWL	GAS	PROD
2	15-205-25216	1984 FSLIFNL	1834 FEDFWL	GAS	IN (dry hole)
3	15-205-25217	1675 ESLIFNL	618 FELLEWI	GAS	IN (dry hole)
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL			
		FSL/FNL			
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
			FEL/FWL		
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	·				
			FEL/FWL		
			FEL/FWL		
		FSL/FNL	FEL/FWL		
	-	FSL/FNL	FEL/FWL	S	
		FSL/FNL	FEL/FWL		KCC WICHITA
		FSL/FNL	FEL/FWL		JUN 1 0 2013
		FSL/FNL	FEL/FWL		RECEIVED
		FSL/FNL	FEL/FWL	8	

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.

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

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

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application).

Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1	1 (Cathodic Protection Borehole Intent) X T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License # 33343 Name: POSTROCK MIDCONTINENT PRODUCTION, LLC Address 1: 210 PARK AVENUE STE 2750	County: WILSON
Address 2: City: OKLAHOMA CITY	Lease Name: WOLF LEASE Well #: 1, 2 AND 3 If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below: All of section12-29S-15E, except W/2 NW/4
Surface Owner Information: Name: Ted L. and/or Donna Wolf Address 1: Route 4, Box 146 Address 2: City: Fredonia State: KS Zip: 66736 +	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.
the KCC with a plat showing the predicted locations of lease roads, ta	hodic Protection Borehole Intent), you must supply the surface owners and and but batteries, pipelines, and electrical lines. The locations shown on the plat on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
owner(s) of the land upon which the subject well is or will be	Act (House Bill 2032), I have provided the following to the surface clocated: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form being filed is a Form C-1 or Form CB-1, the plat(s) required by this and email address.
	acknowledge that, because I have not provided this information, the owner(s). To mitigate the additional cost of the KCC performing this ng fee, payable to the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 handlin form and the associated Form C-1, Form CB-1, Form T-1, or Form CF	ng fee with this form. If the fee is not received with this form, the KSONA-1 P-1 will be returned.
I hereby certify that the statements made herein are true and correct Date: 6-6-2013 Signature of Operator or Agent:	
0	KCC WICHITA

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JUN 10 2013

1918 Wilson County
Register of Deeds
Book: 299 Page: 129
Receipt #: 8598 Total Fees: \$72.00
Pages Recorded: 17
Date Recorded: 7/12/2006 4:10:05 PM

Dereso C.

SEAL SEAL SALE COUNTY

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

JAMES D. LORENZ AND HELEN LORENZ D/B/A L&S WELL SERVICES to ${\tt QUEST~CHEROKEE,LLC}$

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE ("Assignment"), dated and effective February 1, 2004 at 7:01 a.m. local Time (the "Effective Time") is from

JAMES D. LORENZ d/b/a L & S Well Service and HELEN LORENZ, husband and wife, with an address at

543 A 22000 Road

Cherryvale, Kansas 67335-8515 Attn: Mr. James D. Lorenz

Telephone: (620) 328-4433 Facsimile: (620) 328-4451

jointly and severally "Assignor"

to

Quest Cherokee, LLC 211 West 14th Chanute, KS 66720 Telephone (620)431-9500

"Assignee".

KCC WICHITA

JUN 1 0 2013

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EXECUTED on the dates of the acknowledgments, to be effective for all purposes as of the Effective Time.

Name: James D. Lorenz Title: Owner Name: Helen Lorenz Title: Owner						
ASSIGNEE:						
QUEST CHEROKEE, LLC						
By Vougles Lamb, President						
TATE OF KANSAS)						
)ss. DUNTY OF WILSON)						
This instrument was acknowledged before me on <u>October 151</u> , 2004 by JAMES D. LORENZ d/b/a L & S Well Service and HELEN LORENZ, husband and wife.						
y Appointment Expires: GEORGE SLAUGHTER Notary Public-State of Kansas My Appt. Expires						
4-1-06 Deorge & Slaughter Notary Public						

JUN 1 0 2013
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For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants bargains, and conveys to Assignee all of Assignor's interest in and to the following real and personal property interests located in Wilson County, Kansas (all of which are called the Properties"), whether such interests are greater or less than those shown on Schedule "A" attached hereto and made a part hereof, subject however, to the terms, conditions, limitations and reservations hereinafter provided:

- A. All of the Assignor's right, title and interest in and to oil and gas leases covering on certain mineral interests underlying lands described in such leases or leases included in units with which any of such leases may be pooled or unitized, described in Schedule "A" to this instrument, whether developed or undeveloped (the "Leases"), and all of Assignor's right, title and interest in and to overriding royalty interests (but excluding royalty interests owned by Assignor as a result of Assignor's fee ownership of the mineral interests and not as a result of Assignor's present or past ownership of the Leases), carried interests, net revenue interests, net profits interests, licenses, production payments, permits and other interests and agreements relating to the lands and the wells located thereon (the "Interests") subject to the terms, conditions, covenants, and obligations set forth in the Leases or subsequent assignments of the Leases. This sale does not include royalty interests owned by Assignor's as a result of Assignor's fee ownership of the mineral interests and not as a result of Assignor's present or past ownership of the Leases.
- B. All of the Assignor's right, title, and interest in and to all wells, including but not limited to oil, gas, disposal, injection and water wells, described on Schedule "A" or located on the Leases described on Schedule "A" (collectively, the "Wells")
- C. All oil, gas and other hydrocarbons ("Hydrocarbons") produced therefrom or allocated thereto and sold after the Effective Time.
- D. All of the Assignor's interest in and to all operating agreements, gas balancing agreements, joint venture agreements, farmout agreements, farmin agreements, dry hole agreements, bottom hole agreements, acreage contribution agreements, area of mutual interest agreements, easements, permits, salt water disposal agreements, surface agreements, unitization or pooling agreements, warranties, covenants, indemnities and representations from third parties related to the Properties.
- E. All of the Assignor's interest in and to all surface and subsurface equipment, supplies, machinery, signage, gathering assets, distribution and disposal facilities and tanks and all other real or tangible personal property and fixtures which are located on the Properties, excluding portable tools, vehicles and any other items of personal property temporarily located on the Properties.

- F. All of the Assignor's interest and estate in, to or derived under any oil, gas and mineral unitization, pooling and communitization agreements, declarations or orders relating to the Properties, and the units, pools or communitized areas, if any, created thereby (including, without limitation, all units, pools or communitized areas formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having or asserting jurisdiction) and all interests in any Wells within the units, pools or communitized areas associated with the Properties.
- G. To the extent the same are assignable or transferable all of the Assignor's interests in and to all: (i) orders, contracts, title opinions and documents, abstracts of title, leases, deeds, unitization agreements, pooling agreements, operating agreements, division of interest statements, participation agreements, and all other agreements and instruments, easements, rights-of-way, licenses, authorizations, permits and similar rights and interests, subject to the rights of third parties (the "Related Agreements"); (ii) except as expressly provided otherwise herein, all warranties, covenants and representations from third parties, and all claims, rights and causes of action against third parties, asserted and unasserted, known and unknown; related to the Properties arising from the Related Agreements; and (iii) all sales contracts and pipeline access or lease agreements.
- H. All lease files, land files, well files, division order files, abstracts, title files, geophysical data, maps, accounting records, and other information in the possession of the Assignor or copies thereof (the "Records") specifically related to the Properties, and all rights thereto.

TO HAVE AND TO HOLD the Properties unto Assignee and its successors and assigns forever.

This Assignment is made and accepted expressly subject to the following terms, conditions limitations, and reservations:

- 1. This Assignment is made subject to the AGREEMENT FOR PURCHASE OF LEASES AND GRANTING OPTION TO PURCHASE PIPELINES (this "Agreement") made as of February 25, 2004 by and between Assignor and Bonanza Energy Corporation of Kansas (the "Agreement"). The Agreement contains certain representations, warranties, and agreements between the parties, some of which survive the delivery of this Assignment, as more particularly provided therein.
- 2. Assignor, for itself and its successors and assigns, represents and warrants that the Properties are free and clear of all liens, encumbrances, burdens, claims and defects of title of any kind that were created or given by, through or under Assignor. ASSIGNOR MAKES NO OTHER WARRANTY OF TITLE AND EXPRESSLY DISCLAIMS AND NEGATES ANY WARRANTY AS TO THE CONDITION OF ANY PERSONAL PROPERTY, EQUIPMENT, FIXTURES AND ITEMS OF MOVABLE PROPERTY COMPRISING ANY PART OF THE PROPERTIES, INCLUDING (1) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (2) ANY IMPLIED OR EXPRESS WARRANTY OF A PARTICULAR PURPOSE, (3) ANY IMPLIED OR EXPRESS WARRANTY OF

CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (4) ANY RIGHT OF ASSIGNEE UNDER APPLICABLE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, AND (5) ANY CLAIM BY ASSIGNEE FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING EXPRESSLY UNDERSTOOD BY ASSIGNEE THAT SAID PERSONAL PROPERTY, FIXTURES, EQUIPMENT, AND ITEMS ARE BEING CONVEYED TO ASSIGNEE "AS IS", "WHERE IS", WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

- 3. To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties and covenants given by others with respect to the Properties. Assignor hereby grants and transfer to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants, representations and warranties, if any, which Assignor is entitled to enforce with respect to the Properties.
- 4. Seller has made or has caused to be made proper and timely payments of all royalties, bonus payments, option payments, rentals and deposits due under the Leases and has complied with, performed, observed and satisfied or has caused to be complied with, performed, observed and satisfied all material terms, conditions, obligations and liabilities which have arisen under any of the provisions of any of the Leases or any agreements or instruments or any statute, order, writ, injunction or decree of any governmental agency or of any court relating to the Properties.
- 5. Subject to the rents, covenants, conditions and stipulations contained in the Leases, Purchaser may enter into and upon, hold and enjoy the Leases for the residue of their respective terms and all renewals or extensions of the Leases for its own use and benefit, without any lawful interruption by Seller or any individual or entity claiming, or to claim, by, through or under Seller, except pursuant to Permitted Encumbrances;
- 6. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns.

[remainder of page blank]

SCHEDULE "A" TO

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

JAMES D. LORENZ AND HELEN LORENZ D/B/A L&S WELL SERVICES to ${\tt QUEST\ CHEROKEE,\ LLC}$

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George Eisele, Jr. et ux

Lessee:

James D. Lorenz

Date:

June 15, 1998

Recorded: Misc. Book 154, Page 405, Register of Deeds, Wilson County, Kansas

Description: T29S-R15E

Section 35: S/2 NW/4 and NW/4 SW/4

Section 34: NE/4 SE/4, SE/4 NE/4 and NE/4 NE/4

Being the same interest acquired by RMOC Holdings, L.L.C. by Assignment of Oil and Gas Lease dated June 17, 1998, recorded in Misc. Book 154, Page 412, Register of Deeds of Wilson County, Kansas

Lessor:

George Eisele, Jr. et ux

Lessee:

L and S Oil

Date:

June 8, 1997

Recorded: Misc. Book 154, Page 103, Register of Deeds, Wilson County, Kansas

Description: T29S-R15E

Section 27: S/2 SE/4

Section 34: W/2 NE/4, SE/4 NW/4, E/2 SW/4, and NW/4 SW/4

LESS AND EXCEPT the wellbore to the Fred Eisele Well #3 located 1540° FSL and 650° FEL of the SW/4 of Section 34, API #15-205-23292.

Being the same interest acquired by RMOC Holdings, L.L.C. by Assignment of Oil and Gas Lease dated June 17, 1998, recorded in Misc. Book 154, Page 413, Register of Deeds of Wilson County, Kansas

Lessor:

Helen I. Eisele et vir

Lessee:

L and S Oil

Date:

June 8, 1997

Recorded: Misc. Book 154, Page 105, Register of Deeds, Wilson County, Kansas

Description: T29S-R15E

Section 33: E/2 SE/4

Being the same interest acquired by RMOC Holdings, L.L.C. by Assignment of Oil and Gas Lease dated June 17, 1998, recorded in Misc. Book 154, Page 414, Register of Deeds of Wilson County, Kansas

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JUN 1 0 2013

Wayne Apollo et ux

Lessee:

L and S Oil

Date:

August 25, 1997

Recorded: Misc. Book 154, Page 107, Register of Deeds, Wilson County, Kansas

Description: T29S-R15E

Section 15: NE/4, less a tract out of NE corner and a tract out of NW corner, as

further described in said lease

Being the same interest acquired by RMOC Holdings, L.L.C. by Assignment of Oil and Gas Lease dated June 10, 1998, recorded in Misc. Book 154, Page 409, Register of Deeds of Wilson County, Kansas

Lessor:

David R. Creager et ux

Lessee:

Meadowlark Oil & Gas, LLC

Date:

July 3, 1997

Recorded: Misc. Book 154, Page 109, Register of Deeds, Wilson County, Kansas

Description: T29S-R15E

Section 30: NE/4 and E/2 NW/4 Section 29: NW/4 and SW/4

Section 32: N/2 NW/4 and 30 acres in SW/4 NW/4

Being the same interest acquired by RMOC Holdings, L.L.C. by Assignment of Oil and Gas Lease dated June 17, 1998, recorded in Misc. Book 154, Page 411, Register of Deeds of Wilson County, Kansas

Lessor:

Willard V. Cline et ux

Lessee: Date:

Jim Lorenz

May 23, 1997

Recorded: Misc. Book 154, Page 111, Register of Deeds, Wilson County, Kansas

Description: T29S-R15E

Section 21: SW/4 Section 5: N/2 NE/4

T 28S-R15E

Section 32: S/2 SE/4

T29S-R14E

Section 35: S/2 SE/4

Being the same interest acquired by RMOC Holdings, L.L.C. by Assignment of Oil and Gas Lease dated June 10, 1998, recorded in Misc. Book 154, Page 410, Register of Deeds of Wilson County, Kansas

KCC WICHITA

Ted L. Wolf et ux

Lessee:

Jim Lorenz

Date:

December 7, 1996

Recorded: Misc. Book 154, Page 113, Register of Deeds, Wilson County, Kansas

Description: T29S-R15E

Section 12: N/2 and N/2 S/2, except W/2 NW/4

Being the same interest acquired by RMOC Holdings, L.L.C. by Assignment of Oil and Gas Lease dated June 17, 1998, recorded in Misc. Book 154, Page 429, Register of Deeds of Wilson County, Kansas

Lessor:

Lloyd W. Kebert Revocable Living Trust

Lessee:

Jim Lorenz

Date:

March 22, 1995

Recorded: Misc. Book 149, Page 393, Register of Deeds, Wilson County, Kansas

Description: T29S-R15E

Section 22: SW/4

LESS AND EXCEPT the wellbores to the Kebert Well #N-4 located 990° FSL and 3630° FWL of SW/4 of Section 22 and the Kebert Well #4 located 2310° FSL and 4650° FEL of SW/4 of Section 22.

Being the same interest acquired by RMOC Holdings, L.L.C. by Assignment of Oil and Gas Lease dated June 17, 1998, recorded in Misc. Book 154, Page 420, Register of Deeds of Wilson County, Kansas

Lessor:

Carol D. Kebert Revocable Living Trust

Lessee:

Jim Lorenz

Date:

March 22, 1995

Recorded: Misc. Book 150, Page 535, Register of Deeds, Wilson County, Kansas

Description: T29S-R15E

Section 34: SE/4 SE/4

Section 35: SW/4 SW/4 and E/2 SW/4, less right-of-way

T30S-R15E

Section 2: NW/4 NW/4

Being the same interest acquired by RMOC Holdings, L.L.C. by Assignment of Oil and Gas Lease dated June 17, 1998, recorded in Misc. Book 154, Page 419, Register of Deeds of Wilson County, Kansas

Carl J. Studebaker et ux

Lessee:

Meadowlark Oil & Gas, LLC

Date:

June 30, 1997

Recorded: Misc. Book 154, Page 115, Register of Deeds, Wilson County, Kansas

Description: T29S-R15E

Section 20: E/2, less North 880° of East 990° of NE/4, less right of way;

SW/4, less right-of-way

LESS AND EXCEPT the wellbore to the Studebaker Well #1 located 2400° FSL and 330° FEL of Section 20, API #15-205-01009.

Being the same interest acquired by RMOC Holdings, L.L.C. by Assignment of Oil and Gas Lease dated June 17, 1998, recorded in Misc. Book 154, Page 426, Register of Deeds of Wilson County, Kansas

Lessor:

J. L. Yeoman et ux

Lessee:

L and S Oil

Date:

May 28, 1997

Recorded: Misc. Book 154, Page 117, Register of Deeds, Wilson County, Kansas

Description: T29S-R15E

Section 22: NW/4 Section 21: NE/4 NE/4

LESS AND EXCEPT the wellbore to the Yeoman Well #1 located 4290° FSL and 990° FEL of Section 21, API # 15-205-20737001.

Being the same interest acquired by RMOC Holdings, L.L.C. by Assignment of Oil and Gas Lease dated June 17, 1998, recorded in Misc. Book 154, Page 432, Register of Deeds of Wilson County, Kansas

Lessor:

Raymond L. Puckett et ux

Lessee:

Jim Lorenz

Date: July 9, 1997

Recorded: Misc. Book 153, Page 75, Register of Deeds, Wilson County, Kansas

Description: T29S-R15E

Section 11: W/2

Being the same interest acquired by RMOC Holdings, L.L.C. by Assignment of Oil and Gas Lease dated June 17, 1998, recorded in Misc. Book 154, Page 422, Register of Deeds of Wilson County, Kansas

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Date:

January 21, 1993

Recorded: Misc. Book 146, Page 91, Register of Deeds, Wilson County, Kansas

Description: T29S-R15E

Section 1: SW/4 and W/2 NW/4 Section 2: E/2 SE/4 and E/2 NE/4

Being the same interest acquired by RMOC Holdings, L.L.C. by Assignment of Oil and Gas Lease dated June 17, 1998, recorded in Misc. Book 154, Page 421, Register of Deeds of Wilson County, Kansas

Lessor:

Lee C. Hendry et ux

Lessee: Date:

Ralph M. Sumner January 2, 1981

Recorded: Misc. Book 114, Page 165, Register of Deeds, Wilson County, Kansas

Description: T29S-R15E

Section 6: SW/4 SW/4

Being the same interest acquired by RMOC Holdings, L.L.C. by Assignment of Oil and Gas Lease dated June 10, 1998, recorded in Misc. Book 154, Page 418, Register of Deeds of Wilson County, Kansas

Lessor:

Hal D. Wright et ux

Lessee:

Sierra Industries, Inc.

Date:

May 4, 1979

Recorded: Misc. Book 107, Page 277, Register of Deeds, Wilson County, Kansas

Description: T29S-R16E

Section 31: that portion of Section 31 lying North and east of the following lines: Beginning at NE corner of Section 31 thence southerly along center channel of Verdigris River to a point 8 rods East and 22 rods North of SW corner of SE/4, thence 10 rods West, thence 471° northerly up the center of the ravine, the NW 168° up another ravine, thence South 290° up another ravine, thence South 290° to north line of public highway, thence West along north line of said road to a point on the West line of Section 31, that is 127 rods and 18 links South of center of Section 31.

T29S-R15E

Section 36: N/2 SE/4, SE/4 SE/4 and N/2 NE/4 NE/4, lying East of county paved road; S/2 NE/4 lying East of county paved road, less a 14 rod strip off north side

Being the same interest acquired by RMOC Holdings, L.L.C. by Assignment of Oil and Gas Lease dated June 17, 1998, recorded in Misc. Book 154, Page 430, Register of Deeds of Wilson County, Kansas

Lessor:

Walter R. Seiler et ux

Lessee:

Stroud Oil Properties, Inc.

Date:

February 7, 1991

Recorded: Misc. Book 143, Page 87, Register of Deeds, Wilson County, Kansas

Description: T28S-R15E

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Section 19: NW/4, W/2 NE/4, W/2 SE/4 NE/4, NW/4 SE/4, W/2 NE/4 SE/4 Section 18: SW/4

LESS AND EXCEPT the wellbore to the Seiler Well #1 located 2320° North and 600° West from northwest corner of section.

Being the same interest acquired by RMOC Holdings, L.L.C. by Assignment of Oil and Gas Lease dated June 17, 1998, recorded in Misc. Book 154, Page 424, Register of Deeds of Wilson County, Kansas

Lessor:

Everett E. Smith et ux

Lessee:

Jim Lorenz

Date:

April 3, 1998

Recorded: Misc. Book 154, Page 151, Register of Deeds, Wilson County, Kansas

Description: T29S-R15E

Section 11: W/2 NE/4 and NW/4 SE/4

Being the same interest acquired by RMOC Holdings, L.L.C. by Assignment of Oil and Gas Lease dated June 17, 1998, recorded in Misc. Book 154, Page 425, Register of Deeds of Wilson County, Kansas

Lessor:

David Reed et ux

Lessee:

Jim Lorenz and Harley Gilbert

Date:

April 10, 1998

Recorded: Misc. Book 154, Page 317, Register of Deeds, Wilson County, Kansas

Description: T29S-R15E

Section 9: E/2 NE/4, except beginning at NW corner of NE/4 NE/4, East 390°,

South 560°, West 390°, North 560°

Section 4: W/2 SE/4

Being the same interest acquired by RMOC Holdings, L.L.C. by Assignment of Oil and Gas Lease dated June 17, 1998, recorded in Misc. Book 154, Page 423, Register of Deeds of Wilson County, Kansas

Lessor: Mark Timmons et ux Lessee: Stroud Oil Properties, Inc.

Date: August 17, 1989

Recorded: Misc. Book 140, Page 51, Register of Deeds, Wilson County, Kansas

Description: T28S-R15E

Section 31: S/2 NE/4

Being the same interest acquired by RMOC Holdings, L.L.C. by Assignment of Oil and Gas Lease dated June 10, 1998, recorded in Misc. Book 154, Page 428, Register of Deeds of Wilson County, Kansas

Lessor: Lessee: Dorothy E. Umbarger et vir Stroud Oil Properties, inc.

Date:

April 22, 1989

Recorded: Misc. Book 139, Page 261, Register of Deeds, Wilson County, Kansas

Description: T28S-R14E

Section 25: NE/4, limited to the wellbore of the Umbarger #5 Well located 2970'

FSL and 1650' FEL, as to gas rights only

Umbarger #5 Well:

84.375% NRI

Lessor:

Mark Timmons et ux

Lessee:

Stroud Oil Properties, Inc.

Date:

August 17, 1989

Recorded: Misc. Book 140, Page 51, Register of Deeds, Wilson County, Kansas

Description: T28S-R15E

Section 19: SW/4, limited to gas rights only in the wellbore of the Timmons #4

well as to Mulky Coal Zone

Timmons #4 Well:

83% NRI

Lessor:

Carl J. Studebaker et ux

Lessee:

Meadowlark Oil & Gas, LLC

Date:

June 30, 1997

Recorded: Misc. Book 154, Page 115, Register of Deeds, Wilson County, Kansas

Description: T29S-R15E

Section 20: E/2, less North 880' of East 990' of NE/4, less right of way;

SW/4, less right-of-way

INSOFAR AND ONLY INSOFAR as said lease covers the wellbore to the Studebaker Well #1 located 2400' FSL and 330' FEL of Section 20, API #15-205-01009.

Studebaker #1 Well:

87.5% NRI

George Eisele, Jr. et ux

Lessee:

L and S Oil

Date:

June 8, 1997

Recorded: Misc. Book 154, Page 103, Register of Deeds, Wilson County, Kansas

Description: T29S-R15E

Section 27: S/2 SE/4

Section 34: W/2 NE/4, SE/4 NW/4, E/2 SW/4, and NW/4 SW/4

INSOFAR AND ONLY INSOFAR as said lease covers the wellbore to the Fred Eisele Well #3 located 1540' FSL and 650' FEL of the SW/4 of Section 34, API #15-205-23292.

Fred Eisele Well #3:

87.5% NRI

Lessor:

Howard Porter et ux

Lessee:

Stroud Oil Properties, Inc.

Date:

November 8, 1989

Recorded: Misc. Book 140, Page 413, Register of Deeds, Wilson County, Kansas

Description: T28S-R14E

Section 24: SE/4

INSOFAR AND ONLY INSOFAR as said lease covers the wellbore to the H. Porter Well #1 located 330' North and 330' West from southeast corner of Section 24.

H. Porter Well #1:

84.375% NRI

Lessor:

Orval Lynn Porter et ux

Lessee:

Stroud Oil Properties, Inc.

Date:

April 24, 1989

Recorded: Misc. Book 139, Page 263, Register of Deeds, Wilson County, Kansas

Description: T28S-R15E

Section 30: Ten acres around the Porter #1 Well out of the SW/4 SW/4 limited to

the Mulky Coal Zone as to gas rights only

INSOFAR AND ONLY INSOFAR as said lease covers the wellbore to the South Porter Well #1 described above

South Porter Well #1:

83.5% NRI

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J. L. Yeoman et ux

Lessee:

L and S Oil

Date:

May 28, 1997

Recorded: Misc. Book 154, Page 117, Register of Deeds, Wilson County, Kansas

Description: T29S-R15E

Section 22: NW/4

Section 21: NE/4 NE/4

INSOFAR AND ONLY INSOFAR as said lease covers the wellbore to the Yeoman Well #1 located 4290' FSL and 990' FEL of Section 21, API # 15-205-20737001.

Yeoman Well #1:

87.5% NRI

Lessor:

Lloyd W. Kebert Revocable Living Trust

Lessee:

Jim Lorenz

Date:

March 22, 1995

Recorded: Misc. Book 149, Page 393, Register of Deeds, Wilson County, Kansas

Description: T29S-R15E

Section 22: SW/4

INSOFAR AND ONLY INSOFAR as said lease covers the wellbores to the Kebert Well #N-4 located 990' FSL and 3630' FWL of SW/4 of Section 22 and the Kebert Well #4 located 2310' FSL and 4650' FEL of SW/4 of Section 22.

L. Kebert Well #N-4:

87.5% NRI

L. Kebert Well #4:

87.5% NRI

Lessor:

Walter R. Seiler et ux

Lessee:

Stroud Oil Properties, Inc.

Date:

February 7, 1991

Recorded: Misc. Book 143, Page 87, Register of Deeds, Wilson County, Kansas

Description: T28S-R15E

Section 19: NW/4, W/2 NE/4, W/2 SE/4 NE/4, NW/4 SE/4, W/2 NE/4 SE/4

Section 18: SW/4

INSOFAR AND ONLY INSOFAR as said lease covers the wellbore to the Seiler Well #1 located 2320' North and 600' West from northwest corner of section.

Seiler Well #1:

87.5% NRI