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KANSAS CORPORATION COMMISSION

SEP 24 2003

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
June 2000
Form must be Typed
Form must be Signed
All blanks must be Filled

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

CONSERVATION DIVISION
WICHITA

Check Applicable Boxes:

☐ Oil Lease: No. of Wells _____

☒ Gas Lease: No. of Wells 4 **

**Side Two Must Be Completed.

☒ Saltwater Disposal Well - Docket No. D-27667

Spot Location 280 feet from ☒ N / ☐ S Line

940 feet from ☐ E / ☒ W Line

☐ Enhanced Recover Project Docket No. _____

Entire Project: ☐ Yes ☐ No

Number of Injection Wells _____

Field Name: Independence - Bolton

Effective Date of Transfer: June 1, 2002

JAN. 10, 2000

Lease Name: Bridwell

_____ - _____ - N2 - NW Sec. 29 Twp. 33S R. 15 ☒ E ☐ W

Legal Description of Lease: See Attached

County: Montgomery

Production Zone(s): Mulky, Summit

Injection Zone(s): _____

Surface Pond Permit # _____

(API # if Drill Pit)

_____ feet from ☐ N / ☐ S Line of Section

_____ feet from ☐ E / ☐ W Line of Section

Identify:

☐ Emergency Pit

☐ Burn Pit

☐ Storage Pit

☐ Drill Pit

Past Operator's License No. 6329

Past Operator's Name & Address: Wayne E. Bright

Rt. 3, Box 461, Independence, KS 67301

Title: Owner & Operator

Contact Person: Wayne E. Bright

Phone: 620-331-6187

Date: July 6, 1998

Signature: _____

New Operator's License No. 30916

New Operator's Name & Address: Gary Bridwell d/b/a Black Rain

Energy RR 3,

Box 345, Independence, KS 67301

Title: Operator

Contact Person: Gary Bridwell

Phone: 620 331-0194

Oil/Gas Purchaser: Crude Marketing/OneOk, Woodward Marketing,
Benson

Date: July 6, 1998

Signature: Gary Bridwell

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

_____ is acknowledged as
the new operator and may continue to inject fluids as authorized by
Docket # D-27667. Recommended action: The disposal
docket is already in Black Rain's name
Date: 10-17-03 Bryson Wilson
Authorized Signature

_____ is acknowledged as
the new operator of the above named lease containing the surface
pond permitted by: # _____
Date: _____
Authorized Signature

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

EPOR 10/07/03 OCT 22 2003 10/7/03

Side Two

SCANNED

MAY 17 2002

Must Be Filed For All Wells

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AUG 29 2002
KCC WICHITA

* Location: Montgomery County, KS

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~~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.

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MAY 17 2002

CB Gas Managers, LLC
KCC T-1
Request for Change of Operator

CONSERVATION DIVISION
WICHITA, KS

Lease Description

Lease Name -

Bridwell (fka A.N.S.J.)

Sec 29: all of NW/4 and N/2 SW except a tract of land conveyed to Leroy Markham, et ux, described as beg at a pt on the N Section line of Sec 29 848.0 ft E of the NW corner of said Section 29, S 264.0 ft, E 430.0 ft, N 264.0 ft, W 430.0 ft along said Section line to pob, T33S-R15E, Montgomery Co., KS

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CONSERVATION DIVISION
WICHITA, KS



16 FEB 2001 2:10:02 PM Receipt #6532

FILED FOR RECORD

\$16.00 ASSIGNMENT

BOOK PAGE

JEANNE EASTMAN, REGISTER OF DEEDS

BOOK 503 PAGE 545

MAY 17 2002

ASSIGNMENT AND BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS:

CONSERVATION DIVISION
WICHITA, KS

That effective January 10, 2000, the undersigned, Gary Bridwell, d/b/a Black Rain Energy; Spartan Energy, LTD, a Michigan Corporation; and Kenneth Alcini d/b/a Spartan Operating Company, a Michigan Corporation (collectively referred to herein as "ASSIGNORS"), for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have and do hereby sell, transfer, assign and convey unto Spartan Operating Company, L.L.C. ("ASSIGNEE") all of the ASSIGNORS right, title and interest in and to the following:

- i) The oil and gas leases describes in Exhibit "A" attached hereto, together with the well bores located thereon, and the equipment located thereon and used in connection therewith;
- ii) A poly pipe gas gathering line running from the approximate SW/C N/2 SW/4 29-33S-15E, Montgomery County, Kansas, thence east along the south line of the said N/2 SW/4, and the N/2 SE/4 of said Section 29, continuing east along the South line of the N/2 SW/4 and the N/2 SE/4 30-33S-15E, a total distance of approximately 2 miles, to a point of interconnection with the Benson Mineral Group gathering system;
- iii) A Sullair compressor and related fittings located in the approx. NE/C SE/4 30-33S-15E, Montgomery County, Kansas;
- iv) The easements and permits described in Exhibit "B";
- v) Natural Gas Purchase Contract between Phillip McKee (or Wayside Angus Farms), as Seller, and Benson Mineral Corp., a Purchaser, dated October 1, 1986.

(hereinafter referred to as the "Assets")

This Assignment and Bill of Sale is given to clarify and correct that certain Conveyance and Assignment, dated effective January 10, 2000, and filed of record in Book 498, Page 316, purporting to convey a portion of the Assets to Spartan Operating Company, a Michigan Corporation, and to set over to unto ASSIGNEE all of the ASSIGNORS interest in and to a portion of the Assets acquired by virtue of that certain Assignment and Bill of Sale dated July 6, 1998 and recorded in Book 472, Page 270.

Dana Gorman, Attorney
Box 1176
Independence, Ks. 67301

BOOK 503 PAGE 545

MAY 17 2002

CONSERVATION DIVISION
WICHITA, KS

STATE OF Michigan)
Ingham COUNTY) ss:

BE IT REMEMBERED that on this 5 day of February, 2001, before me, a Notary Public in and for the County and State aforesaid, came Kenneth Alcini, d/b/a Spartan Operating Company, a Michigan Corporation, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same to be his free act and deed.

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

Nancy Kucharer
Notary Public
Printed Name: Nancy Kucharer

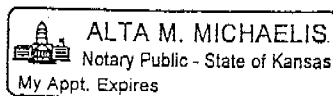
My appointment expires:
11-4-2005



STATE OF KANSAS)
MONTGOMERY COUNTY) ss:

BE IT REMEMBERED that on this 13th day of February, 2001, before me, a Notary Public in and for the County and State aforesaid, came Gary Bridwell, d/b/a Black Rain Energy, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same to be his free act and deed.

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



Alta M. Michaelis
Notary Public
Printed Name: ALTA M. MICHAELIS

My appointment expires:
Dec. 6, 2003

EXHIBIT "A"

MAY 17 2002

CONSERVATION DIVISION
WICHITA, KS

1. LESSOR: Betty C. Horton
LESSEE: Horton Drilling Corporation
DATE: April 8, 1986
RECORDED: Book 192, Oil, Page 252
PROPERTY: S2 SE/4 of Section 30, Township 33S, Range 15E,
Montgomery County, Kansas
W.I.: 100%
N.R.I.: .875000

2. LESSOR: Betty C. Horton
LESSEE: Wayside Angus Farms, Inc.
DATE: November 6, 1984
RECORDED: Book 99, Oil, Page 303
PROPERTY: NE/4 except railroad and except that part taken for
highway; and the N/2 SE/4, except that part lying
south of Onion Creek, all in Section 30, Township
33S, Range 15E, Montgomery County, Kansas
W.I.: 100%
N.R.I.: .875000

3. LESSOR: Scott Mills
LESSEE: Phillip McKee
DATE: February 18, 1999
RECORDED: Book 480, Page 235 ✓
PROPERTY: All that part of the E/2 of the SW/4 of Section 30,
T33S, R15E, Montgomery County, Kansas
W.I.: 100%
N.R.I.: .875000

4. LESSOR: A.N.S.J., Incorporated
LESSEE: Carl Moot and Robert E. Turk d/b/a A.T. Oil Co.
DATE: September 1, 1983
RECORDED: Book 96, Oil, Page 271
PROPERTY: NW/4 and N/2 SW/4 Section 29, Township 33S,
Range 15E, Montgomery County, Kansas
W.I.: 100%
N.R.I.: .875000

MAY 17 2002

AGREEMENT

AGREEMENT made this 6th day of July, 1998, by and between Wayne E. Bright and Becky A. Bright, husband and wife, of Montgomery County, Kansas (hereinafter "**SELLERS**") and Spartan Energy, Ltd., a Michigan Corporation and Kenneth N. Alcini (sometimes hereinafter referred to collectively as "**BUYER**").

COMMUNICATION DIVISION
WICHITA, KS

WHEREAS, **SELLERS** have agreed to sell, and **BUYER** has agreed to purchase, the property hereinafter described, and the parties mutually desire to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual covenants herein made and contained, the receipt and sufficiency of which are hereinafter acknowledged, it is agreed by and between the parties as follows:

ARTICLE I
Sale and Purchase

1.1 Property. **SELLERS** agree to sell and convey, and **BUYER** agrees to purchase and pay for, the following described property, to-wit:

1.1.1 The oil and gas leases described in Exhibit "A" attached hereto, together with the wells identified in Exhibit "A-1" attached hereto, and the equipment located thereon and used in connection therewith.

1.1.2 A natural gas gathering line and the easements and rights-of-way relating thereto as described in Exhibit "B" attached hereto.

(hereinafter the "Property")

1.2 Price. The purchase price for the Property sold and purchased is the sum of

ONE HUNDRED TEN THOUSAND AND 00/100 DOLLARS
(\$110,000.00)

1.3 Payment. Contemporaneously with the execution of this Agreement, **BUYER** deposits the purchase price in the amount of \$110,000 with the Closing Agent hereinafter named.

1.4 Title. **SELLERS** shall promptly furnish to **BUYER** title reports prepared by Jon R. Viets, Attorney at Law, which shall reflect marketable title to the Property vested in **SELLERS**. If any title defects exist **SELLERS** shall have a reasonable time, not to exceed thirty (30) days, in which to cure such defects or exceptions, but if **SELLERS** determine that such defects cannot be

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CONSERVATION DIVISION
WICHITA, KS

economically cured, then this AGREEMENT shall terminate and the Closing Agent shall return the purchase price to **BUYER**.

1.5 Conveyance. **SELLERS** shall convey the portion of the Property described in subparagraph 1.1.1, above to Spartan Energy, Ltd., and the portion of the Property described in subparagraph 1.1.2 to Kenneth N. Alcini, such conveyance to be made by Assignments and Bills of Sale in the form of Exhibits "C-1" and "C-2" attached hereto.

1.6 Closing. Closing shall occur at the offices of the Closing Agent on or before the 6 day of July, 1998.

1.7 Closing Agent. Jon R. Viets, 201 N. Penn Ave., Suite 604, Independence, Kansas shall serve as the Closing Agent. At Closing, the Closing Agent shall cause the **SELLERS'** Assignments and Bill of Sales to be recorded with the Montgomery County Register of Deeds and shall disburse the purchase price to **SELLERS**.

1.8 Effective Time. The sale and purchase shall be effective for all purposes as of 8:00 o'clock a.m., C.D.S.T. on the date of Closing.

ARTICLE II

Representation and Warranties

2.1 SELLERS. **SELLERS** represent and warrant to **BUYER** as follows:

2.1.1 That **SELLERS** have good right, title and authority to sell the Property;

2.1.2 That the Property sold is not subject to any mortgage, lien or encumbrance; and

2.1.3 That **SELLERS** have no actual knowledge that the Property is in violation of any statutes applicable to the ownership and operation of oil and gas wells or any rule or regulation of the Kansas Corporation Commission with respect thereto.

2.2 BUYER. **BUYER** represents and warrants to **SELLERS** as follows:

2.2.1 That **BUYER** is a corporation duly organized and in good standing in the State of Michigan;

2.2.2 That at or before Closing **BUYER** shall become authorized to transact business in the State of Kansas and shall be fully licensed by the Kansas Corporation Commission to own and operate the Property (or, in the alternative, that **BUYER** shall contract with a reputable and duly licensed operator to assume operation of the Property as of the Closing Date);

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WICHITA, KS

2.2.3 That **BUYER'S** Board of Directors has duly authorized the execution of this Agreement and has empowered the officer executing the same on its behalf to do so;

2.2.4 That **BUYER** has substantial experience in the acquisition, ownership and operation of property in the nature of the Property; that subject only to the conditions precedent set forth in Article III, below, **BUYER** has fully evaluated the Property and is purchasing the same in reliance upon its own investigation and not in reliance upon any statement, representation or warranty by **SELLERS** whatsoever as to the productivity, future productivity, performance, or future performance of, or with respect to, the hydrocarbon reserves contained within, the Property.

ARTICLE III
Conditions Precedent

3.1 Well Data. Prior to Closing **SELLERS** shall furnish to **BUYER** available documentation of the location and spud dates of the wells described in Exhibit "A-1", and such well data shall demonstrate, to the reasonable satisfaction of **BUYER**, the suitability of a significant number of the wells for recompletion and qualification for non-conventional fuel tax credits under Section 29 of the Internal Revenue Code and regulations promulgated thereunder.

3.2 Inspection. Prior to Closing **BUYER** shall be entitled to inspect the Property and **BUYER** shall determine, to its reasonable satisfaction, that the Property is in compliance with applicable statutes, rules and regulations.

3.3 Mortgage Extension. At or before Closing **SELLERS** shall execute and deliver the Note and Mortgage Extension attached hereto as Exhibit "D."

3.4 Effect of Conditions Unsatisfied. If any of the conditions specified in 3.1 through 3.3, above, are not satisfied at or before Closing, **BUYER** shall have the right to terminate this Agreement and in such event the Closing Agent shall return the purchase price to **BUYER** and the parties shall have no further obligations hereunder.

3.5 Waiver. If **BUYER** elects to proceed to closing notwithstanding the fact that one or more conditions precedent are unsatisfied, then **BUYER** shall be deemed to have waived such conditions precedent.

MAY 17 2002

ARTICLE IV
Additional Terms

4.1 Taxes. **SELLERS** shall pay all taxes assessed against the Property for 1997 and prior years. 1998 taxes shall be prorated to the Closing Date based on the amount of 1997 taxes.

CONSERVATION DIVISION
WICHITA, KS

4.2 Regulatory Compliance. As of the Effective Date **BUYER** shall assume and perform all regulatory compliance obligations with respect to the Property including, without limitation, well plugging and surface restoration duties.

4.3 Costs. Each party shall pay their own attorney's fees. The parties shall share equally the fees and expenses of the Closing Agent.

4.4 Confidentiality. The parties hereto agree that the terms and provisions of this Agreement shall be considered confidential and neither party will disclose any of the terms or provisions hereof unless and to the extent:

4.4.1 Disclosure is required by a governmental, administrative, or judicial authority with jurisdiction;

4.4.2 Disclosure is made to the accountants, attorneys or financial advisors of the party who agree to likewise maintain confidentiality;

4.4.3 Disclosure is necessary to enforce the rights, duties and obligations of an other party hereunder.

4.5 Arbitration. The parties stipulate and agree that any controversy between them arising under the terms and provisions of this Agreement shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association, such arbitration to be conducted in Independence, Kansas.

4.6 Signature. Signature and delivery of this Agreement by telefax shall be as effective and binding upon the parties as if originally signed by them.

4.7 Entire Agreement. This Agreement supersedes all prior discussions, negotiations, understandings and agreements between the parties with respect to the subject matter hereof.

4.8 Amendment. This Agreement may be amended only by written instrument signed by the parties hereto.

4.9 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF this Agreement is executed the day and year
first above written.

SELLERS

Wayne E. Bright
Wayne E. Bright

Becky A. Bright
Becky A. Bright

BUYER

Spartan Energy, Ltd., a Michigan
Corporation

By: _____

Kenneth M. Alcini

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CONSERVATION DIVISION
WICHITA, KS

06-1992 14:59

OPM, INC.

P. 05

EXHIBIT "A"

KANSAS CORPORATION COMMISSION

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CONSERVATION DIVISION
WICHITA, KS

1) LESSOR: A.N.S.J., Incorporated
LESSEE: Carl Moot and Robert E. Turk, d/b/a
A.T. Oil Co.
DATE: September 1, 1983
RECORDED: Book 96, Oil, Page 27
PROPERTY: NW/4 and N/2 SW/4 Section 29, Township 33S,
Range 15E, Montgomery County, Kansas
W.I.: 100%
N.R.I.: .875000

06-1996 14:59

OPM, INC.

P. 05

Exhibit "A-1"

(1) Bridwell (formerly A.N.S.J.)

Well Designation

A. P. I. No.

Bridwell #1	15-125-26352
Bridwell #2	15-125-26350
Bridwell #3	15-125-26351
Bridwell #4	15-125-26500
Bridwell #5	15-125-28538