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JUL 29 2005

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISIONKCC WICHITA  
REQUEST FOR CHANGE OF OPERATOR  
TRANSFER OF INJECTION OR SURFACE POND PERMITForm T-1  
June 2000  
Form must be Typed  
Form must be Signed  
All blanks must be Filled

DOR 111708

Check Applicable Boxes:

☒ Oil Lease: No. of Wells 2 \*\*☐ Gas Lease: No. of Wells \_\_\_\_\_ \*\*

\*\* Side Two Must Be Completed.

☒ Saltwater Disposal Well - Docket No. D 25,899Spot Location: 1320 feet from N / S Line660 feet from E / W Line☐ Enhanced Recovery Project Docket No. \_\_\_\_\_Entire Project: ☐ Yes ☐ No

Number of Injection Wells \_\_\_\_\_ \*\*

Field Name: El DoradoEffective Date of Transfer: April 4, 2003Lease Name: Stowers\_\_\_\_\_-\_\_\_\_\_- NE/4 Sec 18 Twp 26 R 5 ☒ E ☐ W

Legal Description of Lease: \_\_\_\_\_

NE/4 Sec 18 - 26 South - 5 EastCounty: ButlerProduction Zone(s): Kansas City, ArbuckleInjection Zone(s): ArbuckleSurface Pond Permit # \_\_\_\_\_ feet from N / S Line of Section  
(API # If Drill Pit)Identify: ☐ Emergency Pit ☐ Burn Pit ☐ Storage Pit ☐ Drill Pit

Past Operator's License No. \_\_\_\_\_ Contact Person: \_\_\_\_\_

Past Operator's Name & Address: I bought this abandoned lease from the farmer/landowner,Charles Stowers. Form only operated by Aspen Oil Co.,Title: Oklahoma City, Oklahoma Signature: Please see attachedNew Operator's License No. 5446Contact Person: Ben GilesNew Operator's Name & Address: 532 South MarketPhone: 316-265-1992Wichita, Kansas 67202Oil / Gas Purchaser: MacLuskey Oilfield ServiceDate: 5-25-05Title: OwnerSignature: Benjamin M. Giles

**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 acknowledgment 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.

Benjamin M. Giles is acknowledged as the  
new operator and may continue to inject fluids as authorized byDocket # D-25899 . Recommended action: MIT 15expired. Schedule re-test w/ DO#2Date: 8/3/05 Dyan ReedAuthorized Signature 2\_\_\_\_\_ 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

EP&amp;R 8-2-05 FILED AUG 10 2005 KCC 8/3/05

MAILED  
08-05-05  
NEW OP  
DISTRICT

040403 STOWERS, INC.pdf

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MAY 31 2005

KCC WICHITA

### *Must Be Filed For All Wells*

\* Lease Name: Stowers \* Location: NE/4 Sec 18-26-5E

[illegible]

*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.

AGREEMENT, Made and entered into APRIL 04, 2003, by and between:  
CHARLES E. STOWERS, A SINGLE MAN

MWM OIL COMPANY, INC.

Party of the first part, hereinafter called lessor (whether one or more), and

Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of TEN DOLLARS (\$10.00) & OVC-----DOLLARS. cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto said lessee, for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products; injecting gas, waters, other fluids, and air into subsurface strata; laying pipe lines, storing oil, building tanks, power stations, roadways, and other structures and things thereon to produce, save, take care of, treat, process, store, transport and market said oil, liquid hydrocarbons, gases, and their respective constituent products, the following described land together with any reversionary rights and after-acquired interests therein, situated in the County of BUTLER State of KANSAS described as follows, to-wit: NORTHEAST QUARTER (NE/4)

of Section 18 Township 26S Range 5E and containing 160 acres more or less.

It is agreed that this lease shall remain in full force for a term of \_\_\_\_\_ years from this date, and as long thereafter as oil or gas, or either of them, 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:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth ( $\frac{1}{8}$ ) part of all oil produced and saved from the leased premises.

2nd. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty  $\frac{1}{8}$  of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty  $\frac{1}{8}$  of the proceeds of the sale thereof at the mouth of the well. The lessor and lessee shall share equally the proceeds from the sale of gas at such mouth of the well where gas only is found and where such gas is not sold or used, lessee shall pay to tender annually at the end of each yearly period during which such gas is not sold or used as royalty, an amount equal to the delay rental provided in the next succeeding paragraph hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under the above term paragraph hereof; the lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessor's sole risk and expense.

[illegible]

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid 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 interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury his pipe lines 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 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 in 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, successors, or assigns, but no change in the ownership of said land or of any right hereunder shall be binding on the lessee until after 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 lessor dies intestate 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 lessee executed by lessor's heirs authorizing payment or deposit or tender for deposit to their credit as 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 lessee 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 separate tracts into 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 such separate tracts.

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

ALL OILFIELD EQUIPMENT LOCATED ON PROPERTY TO TRANSFER TO LESSEE.

RTN: Ben Giles

(2) 532 S. Market

~~Wichita, KS 67202~~

Whereof witness our hands as of the day and year first above written.

COMP ~~A~~  
NUM ~~MA~~

*Charles E. Stowers* (SEAL)  
CHARLES E. STOWERS (SEAL)

SCAN  
PROF

SHOW BUTLER COUNTY, KS

- MARCIA MCCOY -

Book: 1189 Page: 91

Receipt #: 9086

Total Fees: \$12.00

Pages Recorded: 2

Date Recorded: 9/5/2003 3:50:19 PM

BOOK 1189 PAGE 91

SCANNED Kansas Sedgwick

ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this 4th day of April, 192003, personally appeared Charles E. Stowers

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires April 03, 2004 Tauni S. Raney Notary Public.



STATE OF COUNTY OF ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this day of 19, personally appeared and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires Notary Public.

STATE OF COUNTY OF ss. ACKNOWLEDGMENT FOR CORPORATION

On this day of A. D., 19, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that executed the same as free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires Notary Public.

No. OIL AND GAS LEASE FROM TO Date 19 Section Twp Rge No. of Acres Term County STATE OF County of This instrument was filed for record on the day of 19 at o'clock M., and duly recorded in Book Page of the records of this office. By Register of Deeds. When recorded, return to THE KANSAS BLUE PRINT CO. WICHITA, KANSAS PHOTOSTAT SERVICE-UP-TO-DATE OIL MAPS

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF COUNTY OF ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this day of 19, personally appeared and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that executed the same as free and voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires Notary Public.