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MAY 18 2006

KCC WICHITA

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISIONREQUEST FOR CHANGE OF OPERATOR  
TRANSFER OF INJECTION OR SURFACE PIT PERMIT

Form T-1

April 2004

Form must be Typed

Form must be Signed

All blanks must be Filled

Check Applicable Boxes:

- ☒ Oil Lease: No. of Oil Wells 17 \*\*
- ☐ Gas Lease: No. of Gas Wells \_\_\_\_\_ \*\*
- ☐ Gas Gathering System: \_\_\_\_\_
- ☐ Saltwater Disposal Well - Permit No.: \_\_\_\_\_
- Spot Location: \_\_\_\_\_ feet from ☐ N / ☐ S Line  
\_\_\_\_\_ feet from ☐ E / ☐ W Line
- ☒ Enhanced Recovery Project Permit No.: E-20513
- Entire Project: ☒ Yes ☐ No
- Number of Injection Wells 2 \*\*

Field Name: Mapleton Field**\*\* Side Two Must Be Completed.**Effective Date of Transfer: 4-5-06KS Dept of Revenue Lease No.: 118314Lease Name: Rogers- - - - - SW Sec. 31 Twp. 23 R. 23 ☒ E ☐ WLegal Description of Lease: W2, SE4, N2, & N1/2, S1/2  
of E2 SW4, S2 S2 of E2 SE4 SW4County: BourbonProduction Zone(s): Squirrel SandstoneInjection Zone(s): Squirrel SandstoneSurface Pit Permit No.: \_\_\_\_\_  
(API No. if Drill Pit, WO or Haul)\_\_\_\_\_ feet from ☐ N / ☐ S Line of Section\_\_\_\_\_ feet from ☐ E / ☐ W Line of SectionType of Pit: ☐ Emergency ☐ Burn ☐ Settling ☐ Haul-Off ☐ Workover ☐ Drilling ORPast Operator's License No. 04354 exp. 8/30/07 Contact Person: deceasedPast Operator's Name & Address: Harold Rogers  
995 HWY. 65

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Title: Mapleton Ks, 66754

Signature: \_\_\_\_\_

New Operator's License No. 4339 ✓Contact Person: Dale JacksonNew Operator's Name & Address: Dale Jackson Prod.  
401 VinePhone: 913-756-2246 or 620-363-2683Oil / Gas Purchaser: PlainsDate: 4-5-06Title: ownerSignature: Dale Jackson

**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.

Dale Jackson Prod. is acknowledged as the  
new operator and may continue to inject fluids as authorized by  
Permit No. E-20,513. Recommended action: U3C's  
due 2001-2005 MTT's due 1-9-06  
Date: 5-26-06 Barbara Montjoy  
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 5-23-06

PRODUCTION \_\_\_\_\_

UIC 5-26-06Mail to: Past Operator 5-26-06New Operator 5-26-06District #3 5-26-06

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

040506\_Rogers\_INT.pdf

## Must Be Filed For All Wells

KDOR Lease No.: \_\_\_\_\_

\* Lease Name: Rogers\* Location: SW4, Se4, Sec 31 Twp 23 R23

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)
31-4	15-011-20988 ✓	600 <sup>Circle</sup> FSL/FNL 3635 <sup>Circle</sup> FEL/FWL	inj.	prod.
31-5	15-011-20989 ✓	600 <sup>Circle</sup> FSL/FNL 3320 <sup>Circle</sup> FEL/FWL	inj.	prod.
31-1	15-011-20956 ✓	600 <sup>Circle</sup> FSL/FNL 3950 <sup>Circle</sup> FEL/FWL	oil	prod.
31-2	15-011-20957 ✓	600 <sup>Circle</sup> FSL/FNL 1880 <sup>Circle</sup> FEL/FWL	oil	prod.
31-3	15-011-20987 ✓	915 <sup>Circle</sup> FSL/FNL 3660 <sup>Circle</sup> FEL/FWL	oil	prod.
31-6	15-011-20990 ✓	600 <sup>Circle</sup> FSL/FNL 3005 <sup>Circle</sup> FEL/FWL	oil	prod.
31-7	15-011-20991 ✓	600 <sup>Circle</sup> FSL/FNL 2690 <sup>Circle</sup> FEL/FWL	oil	prod.
31-8	15-011-20992 ✓	600 <sup>Circle</sup> FSL/FNL 2375 <sup>Circle</sup> FEL/FWL	oil	prod.
31-9	15-011-20993 ✓	600 <sup>Circle</sup> FSL/FNL 3700 <sup>Circle</sup> FEL/FWL	oil	prod.
31-10	15-011-21037 ✓	915 <sup>Circle</sup> FSL/FNL 3390 <sup>Circle</sup> FEL/FWL	oil	prod.
31-11	15-011-21107 ✓	915 <sup>Circle</sup> FSL/FNL 3020 <sup>Circle</sup> FEL/FWL	oil	prod.
31-12	15-011-21108 ✓	950 <sup>Circle</sup> FSL/FNL 2660 <sup>Circle</sup> FEL/FWL	oil	prod.
31-13	15-011-21109 ✓	920 <sup>Circle</sup> FSL/FNL 2380 <sup>Circle</sup> FEL/FWL	oil	prod.
31-14	15-011-21110 ✓	920 <sup>Circle</sup> FSL/FNL 2060 <sup>Circle</sup> FEL/FWL	oil	prod.
31-15	15-011-21111 ✓	920 <sup>Circle</sup> FSL/FNL 1747 <sup>Circle</sup> FEL/FWL	oil	prod.
31-16	15-011-21038 ✓	915 <sup>Circle</sup> FSL/FNL 1500 <sup>Circle</sup> FEL/FWL	oil	prod.
31-17	15-011-21039 ✓	285 <sup>Circle</sup> FSL/FNL 3705 <sup>Circle</sup> FEL/FWL	oil	prod.
31-18	15-011-21040 ✓	1230 <sup>Circle</sup> FSL/FNL 3580 <sup>Circle</sup> FEL/FWL	oil	prod.
31-19	15-011-21041 ✓	285 <sup>Circle</sup> FSL/FNL 1500 <sup>Circle</sup> FEL/FWL	oil	prod.
		<sup>Circle</sup> FSL/FNL _____ <sup>Circle</sup> FEL/FWL		
		<sup>Circle</sup> FSL/FNL _____ <sup>Circle</sup> FEL/FWL		
		<sup>Circle</sup> FSL/FNL _____ <sup>Circle</sup> FEL/FWL		
		<sup>Circle</sup> FSL/FNL _____ <sup>Circle</sup> FEL/FWL		

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.

Commence

AGREEMENT, Made and entered into this

5<sup>th</sup>

day of November

2005

by and between

Tim G. & Susan E. Rogers  
Eleanor E. Rogers

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

Paul E. & Sue E. Jackson

Part of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of ONE DOLLARS, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of 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 sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Bourbon State of Kansas, described as follows, to-wit:

W2 SE4  
N2 and N2 S2 of E2 SW4  
S2 S2 of E2 SW4

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of Sect on 31 Township 23 Range 23 and containing 160 acres more or less.

It is agreed that this lease shall remain in full force for a term of ONE year from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee.

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 lessee may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas from each well where gas only is found the equal one-eighth (1/8) of the gross proceeds at the prevailing market rate, for all gas used off the premises, said payments to be made Yearly and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the well at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline, one-eighth (1/8) of the proceeds at the prevailing market rate for the gas used, for the time during which such gas shall be used, said payments to be made Yearly

If no well be commenced on said land on or before the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in The \_\_\_\_\_ Bank at \_\_\_\_\_

or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of \_\_\_\_\_

DOLLARS, which shall operate as a rental and cover the privilege of defer-

ring the commencement of a well for \_\_\_\_\_ months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods or the same number of months successively. And it is understood and agreed that the consideration first recited herein, the down payment covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

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, and the signing of this agreement shall be binding on each of the above named parties who sign, regardless of whether it is signed by any of the other parties.

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 assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; 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.

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.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

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

Witness to the mark:

Tim G. Rogers (SEAL)  
Susan E. Rogers (SEAL)  
Eleanor E. Rogers (SEAL)  
(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

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

Before me, the undersigned, a Notary Public, within and for said county and state, on this 5th  
day of November, 192005, personally appeared Timothy G Rogers,  
and Susan E Rogers and Eleanor F Rogers

to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me  
that they executed the same as individuals 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 August 8, 2009  
NOTARY PUBLIC Beth Rogers  
State of Kansas  
My Appointment Expires August 8, 2009  
Notary Public.

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

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 \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR CORPORATION  
COUNTY OF \_\_\_\_\_

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  
Tim Co. + Susan E. Rogers  
Eleanor F. Rogers

TO  
Dale E. + Sue E. Jackson

Date \_\_\_\_\_, 19\_\_\_\_  
Section 31 Twp. 23 Rge. 23  
No. of Acres 160 Term \_\_\_\_\_  
County Bourbon

1200  
STATE OF Kansas } ss.  
County of Bourbon

This instrument was filed for record on the  
7 day of NOV, 192005  
at 3:32 o'clock P. M., and duly recorded  
in Book 309 Page 351-352 of  
the records of this office.  
By Sharon Elden Registrar of Deeds.  
When recorded, return to Dale Jackson  
401 W. 12  
Blue Mound, Mo. 66010

THE KANSAS BLUE PRINT CO.  
117 NORTH MARKET ST. 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 \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)  
COUNTY OF \_\_\_\_\_

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.