

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**

Check Applicable Boxes:

- ☐ Oil Lease: No. of Wells _____ **
☒ Gas Lease: No. of Wells 20-12 **

**Side Two Must Be Completed.

- ☒ Saltwater Disposal Well - Docket No. D-22453

Spot Location 250 feet from ☐ N / ☒ S Line

1290 feet from ☒ E / ☐ W Line

- ☒ Enhanced Recover Project Docket No. E-23354 *Plugged 7-19-2004*

Entire Project: ☐ Yes ☐ No

Number of Injection Wells 20 **

Field Name: Independence - Bolton

Effective Date of Transfer: May 26, 1999

Lease Name: Tallman

____ - ____ - ____ - SE Sec. 34 Twp. 31 S R. 15 ☒ E ☐ W

Legal Description of Lease: See Attached

County: Montgomery

Production Zone(s): Weir, Mulky, Summit

Injection Zone(s): _____

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JUL 16 2003

Surface Pond Permit # _____
(API # if Drill Pit)

____ feet from ☐ N / ☐ S Line of Section

CONSERVATION DIVISION
WICHITA, KS

____ feet from ☐ E / ☐ W Line of Section

Identify: ☐ Emergency Pit ☐ Burn Pit ☐ Storage Pit ☐ Drill Pit

Past Operator's License No. 4433
Past Operator's Name & Address: Ed Willis
330 W. Main, Chanute, KS 67720
Title: Owner

Contact Person: Ed Willis
Phone: 620-431-4444
Date: July 19, 2002
Signature: Please See Attached.

New Operator's License No. 30916
New Operator's Name & Address: Gary Bridwell
RR 3, Box 345, Independence, KS 67301
Title: Owner & Operator

Contact Person: Gary Bridwell
Phone: 620-3310194
Oil/Gas Purchaser: Crude Marketing/OneOk, Woodward Marketing, Benson
Date: July 19, 2002
Signature: [Signature]

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.

Gary & Kayla Bridwell is acknowledged as
the new operator and may continue to inject fluids as authorized by
Docket # D-22453 Recommended action: None
Date: 1-12-07 Barbara Montgomery
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

Past Oper 1-12-07
New Oper 1-12-07
Dist 3 1-12-07

EP&R 6/1/05 PROJAN 1.2 2007C 1-12-07

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KCC WICHITA

052699 Tallman IMJ.pdf

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

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

Check Applicable Boxes:

- ☐ Oil Lease: No. of Wells _____ **
☒ Gas Lease: No. of Wells 20 17 **

**Side Two Must Be Completed.

- ☒ Saltwater Disposal Well - Docket No. D-22453

Spot Location 250 feet from ☐ N / ☒ S Line

1290 feet from ☒ E / ☐ W Line

- ☒ Enhanced Recover Project Docket No. E-23354 *Plugged 7-19-2004*

Entire Project: ☐ Yes ☐ No

Number of Injection Wells 10 **

Field Name: Independence - Bolton

Effective Date of Transfer: May 26, 1999

Lease Name: Tallman

_____ - _____ - _____ - SE Sec. 34 Twp. 31S R. 15 ☒ E ☐ W

Legal Description of Lease: See Attached

County: Montgomery

Production Zone(s): Weir, Mulky, Summit

Injection Zone(s): _____

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KANSAS CORPORATION COMMISSION

JUL 16 2003

Surface Pond Permit # _____
(API # if Drill Pit)

_____ feet from ☐ N / ☐ S Line of Section

_____ feet from ☐ E / ☐ W Line of Section

CONSERVATION DIVISION
WICHITA, KS

Identify: ☐ Emergency Pit ☐ Burn Pit ☐ Storage Pit ☐ Drill Pit

Past Operator's License No. _____

Past Operator's Name & Address: Ed Willis

330 W. Main, Chanute, KS 67720

Title: Owner

Contact Person: Ed Willis

Phone: 620-431-4444

Date: July 19, 2002

Signature: Please See Attached.

New Operator's License No. 30916

New Operator's Name & Address: Gary Bridwell

RR 3, Box 345, Independence, KS 67301

Title: Owner & Operator

Contact Person: Gary Bridwell

Phone: 620-3310194

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

Date: July 19, 2002

Signature: [Signature]

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.

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Date: 1-12-07 Barbara Montgomery
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

Past Oper 1-12-07
New Oper 1-12-07
Dist 3 1-12-07

EP&G 6/1/05 PRO JAN 12 2007 IC 1-12-07

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052699 Tallman, INC.pdf

*LEASE NAME: Tallman

*LOCATION: Montgomery County, KS

T1

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	15-125-25971 ✓	180 FSL/FNL 1220 FEL/FWL	GAS	ABANDONED
2	15-125-26287 ✓	220 FSL/FNL 1030 FEL/FWL	GAS	ABANDONED
4	15-125-26493 ✓	220 FSL/FNL 1030 FEL/FWL	GAS	ABANDONED
5W	15-125- ²⁶⁵⁰⁷⁻⁰⁰⁻⁰⁰ 90349 ✓	250 FSL/FNL 1200 FEL/FWL	SWD	ACTIVE
6	15-125-26521 ✓	1000 FSL/FNL 1290 FEL/FWL	GAS	ABANDONED
7	15-125-26537 ✓	570 FSL/FNL 840 FEL/FWL	GAS	ABANDONED
8	15-125-26587 ✓	570 FSL/FNL 1740 FEL/FWL	GAS	ABANDONED
9	15-125-26588 ✓	980 FSL/FNL 1730 FEL/FWL	GAS	ABANDONED
10	15-125-26613 ✓	600 FSL/FNL 165 FEL/FWL	GAS	ABANDONED
11	15-125-26622 ✓	1045 FSL/FNL 1510 FEL/FWL	GAS	ABANDONED
12	15-125-26625 ✓	1090 FSL/FNL 1120 FEL/FWL	GAS	ABANDONED
13	15-125-26628 ✓	1045 FSL/FNL 720 FEL/FWL	GAS	ABANDONED
15	15-125-26635 ⁰⁰⁻⁰¹ ✓	1485 FSL/FNL 1510 FEL/FWL	ENHR	ABANDONED
16	15-125-26637 ✓	1045 FSL/FNL 1950 FEL/FWL	GAS	ABANDONED
17	15-125-26639 ✓	1530 FSL/FNL 1120 FEL/FWL	GAS	ABANDONED
18	15-125-26671-00-01 ✓	1045 FSL/FNL 320 FEL/FWL	ENHR	ABANDONED
19 GPS	15-125-26780 ⁰⁰⁻⁰⁰ ✓	283 FSL/FNL 1305 FEL/FWL	ENHR	ABANDONED
20	15-125-26781 ⁰⁰⁻⁰⁰ ✓	350 FSL/FNL 1040 FEL/FWL	ENHR	ABANDONED

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.

RECEIVED
MAY 31 2005
KCC WICHITA

B W

OIL AND GAS LEASE

Ed Willis
330 W. Main,
Chenute, Kansas
66720

Commence
AGREEMENT, Made and entered into this 1st day of March, 1997,
by and between Clarence Tallman and/or Etta Tallman

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

~~Emet Eugene Robinette~~

Part of the second part, hereinafter called lessee.
one dollar

WITNESSETH, That the said lessor, for and in consideration of 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 Montgomery State of Kansas, described as follows, to wit:

W 1/2 of SE 1/4
E 1/2 of SE 1/4

of Section 34 Township 31 Range 15 and containing 160 acres more or less.

It is agreed that this lease shall remain in full force for a term of one years 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.

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.

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 refer-

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 or periods 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 to 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:

Clarence Tallman (SEAL)

Clarence Tallman (SEAL)

Etta Tallman (SEAL)

Etta Tallman (SEAL)

(SEAL)

(SEAL)

(SEAL)

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1997
Page 64

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

Before me, the undersigned, a Notary Public, within and for said county and state, on this 27th
day of March, 1997, personally appeared Charles J. Sullivan
and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me
that Charles J. Sullivan executed the same as Charles J. Sullivan 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 9/22/99

DAVID WATTS
Notary Public - State of Kansas
My Comm. Expires

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

Before me, the undersigned, a Notary Public, within and for said county and state, on this 5th
day of August, 1997, personally appeared Edna Tallman
and

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me
that Edna Tallman executed the same as Edna Tallman 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 6/22/99

JULIE L. VOELKER
Notary Public - State of Kansas
My Comm. Expires

Julie L. Voelker
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 _____



← \$8.00 LEASE
27 Jul 1998 3:49:17 PM Receipt #1365
STATE OF KANSAS MONTGOMERY COUNTY
RECORDED BOOK PAGE
JEANNE BURTON-EASTMAN, REGISTER OF DEEDS
BOOK 473 PAGE 64

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 _____ day of _____ 19____	at _____ o'clock _____ M., and duly recorded _____ of _____ Page _____	By _____	When recorded, return to _____	Register of Deeds.

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KCC WICHITA

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.

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

Emet Eugene Robinette

hereinafter called Assignor (whether one or more), for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Ed Willis

(hereinafter called Assignee) All his rights, title and interest in and to the oil and gas
dated March 1st, 1997, from Clarence Tallman and/or
ETA Tallman

lessor S
to Emet Eugene Robinette, lessee
recorded in book 473, page 64 insofar as said lease covers the following described land in
Montgomery County, State of Kansas

The West (1/2) and East (1/2) of The Southeast Quarter;

Assignor Retains A 4 1/2 percent Overriding Royalty on The
Above Working Interest Assigned To Assignee.

of Section 34 Township 31 Range 15 and containing 160 acres, more or less
together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

EXECUTED, This 11th day of December, 1998
Emet Eugene Robinette
Emet Eugene Robinette

STATE OF KANSAS }
COUNTY OF NEOSHO } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
Before me, the undersigned, a Notary Public, within and for said County and State, on this 11th
day of December, 1998, personally appeared Emet Eugene Robinette
and _____

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 Aug 3-17-02
Joyce E. Howell
JOYCE E. HOWELL Notary Public

STATE OF _____ }
COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION
Be it remembered that on this _____ day of _____, 19____, before me, the undersigned, a
Notary Public, duly commissioned, in and for the county and state aforesaid, came _____
_____ president of _____

a corporation of the State of _____, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.
My commission expires _____

Notary Public

✓
\$6.00 ASSIGNMENT
11 DEC 1998 3:54:35 PM Receipt #3831
STATE OF KANSAS MONTGOMERY COUNTY
RECORDED BOOK PAGE
JEANNE BURTON-EASTMAN, REGISTER OF DEEDS

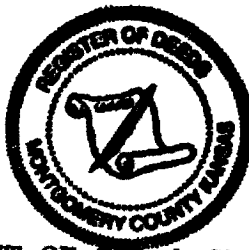
BOOK 477 PAGE 511



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BOOK 477 PAGE 511

Gary Brindwell
PO Box 1404
Cinda, ks. 67301



ASSIGNMENT OF OIL & GAS LEASE

✓ \$6.00 ASSIGNMENT
26 AUG 1999 9:30:38 AM Receipt #1236
STATE OF KANSAS MONTGOMERY COUNTY
FILED FOR RECORD
BOOK PAGE
JEANNE EASTMAN, REGISTER OF DEEDS

487 4

KNOW ALL MEN BY THESE PRESENTS:

That Ed Willis, hereinafter called Assignor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations which is hereby acknowledged, does hereby assign, transfer, sell and convey unto Black Rain Energy/Sparton hereinafter called Assignee, all of its right, title and interest in and to the Oil & Gas Lease known as the "Tallman Lease" to wit;

Lease

Lessor: Clarence Tallman and/or Etta Tallman

Lessee: Emet Eugene Robinette

Dated: March 1, 1997

Recorded: Book 473, Page 64

Legal

Description: The West Half (W 1/2) and
The East Half (E 1/2) of the
SouthEast Quarter (SE Q) of
Section 34, Township 31 South,
Range 15 East, Montgomery County
Kansas

together with all the rights incident thereto.

For the same consideration, the Assignor covenants with the Assignee, its heirs, successors, legal representatives, or assigns that the Assignor is the lawful owner in and to said Lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims, that said Lease is a valid subsisting Lease on the lands described above and that all rentals and royalties due thereunder have been paid, and all conditions necessary to keep said Lease in force and effect have been duly performed, and that the Assignor will warrant and defend same against all persons whomsoever, lawfully claiming or to claim said interest.

EXECUTED THIS 26th DAY OF May 1999

BY: Ed Willis
ED WILLIS

May 26, 1999
Karla Lea Hall
KARLA LEA HALL
Notary Public - State of Kansas
My Appt. Expires 10-14-99

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MAY 31 2005
KCC WICHITA

487 4



STATE OF KANSAS MONTGOMERY COUNTY
FILED FOR RECORD

JEANNE EASTMAN, REGISTER OF DEEDS

10:43:57 AM 4/11/2003 Receipt No.: 1732

— ASSIGNMENT \$6.00

ADDITIONAL PAGES \$2.00

TECHNOLOGY FUND \$4.00

ASSIGNMENT OF OIL & GAS LEASE BOOK: 529 PAGE: 293

That, **Ed Willis**, hereinafter referred to as "**Assignor**", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, quit claim, assign, transfer and convey unto **Dart Cherokee Basin Operating Company, LLC.**, with offices at P.O. Box 177, 600 Dart Road, Mason, Michigan 48854 (hereinafter referred to as "**Assignee**"), all of Assignor's right, title and interest in, to and under the following Oil and Gas lease and the oil and gas leasehold estates created thereunder and all rights incident thereto:

Tallman Lease:

Lessor: Clarence Tallman and/or Etta Tallman

Lessee: Emet Eugene Robinette

Recorded: Book 473, Page 64

Description: Township 31 South, Range 15 East

Section 34: W/2SE/4 and E/2SE/4 (SE/4)

Montgomery County, Kansas

This Assignment is subject to the following terms, conditions and exceptions:

1. This Conveyance shall be effective as of June 1, 2002 at 7:00 a.m., local time at the location of the Properties ("Effective Time").
2. This Assignment is made without warranty of title, either express or implied, except that Assignor agrees to warrant and forever defend title to the Subject Interests as to those claiming or to claim the same by, through or under Assignor, but not otherwise.
3. This Assignment is expressly made and accepted subject to the terms and conditions of the Lease and to all reservations, exceptions, limitations or other burdens applicable thereto and which are valid, subsisting, enforceable and of record and of which Assignee has actual or constructive notice.

IN WITNESS WHEREOF, this Assignment has been executed this 31st day of March, 2003, but shall be effective as of the Effective Time, for all purposes.

WITNESSES

ASSIGNOR:

Ed Willis

Ed Willis

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MAY 31 2005
KCC WICHITA

Willis Assignment
Montgomery County, Kansas
1 of 2

John R. Horst, P.A.
P.O. Box 560
Caney, KS. 67333

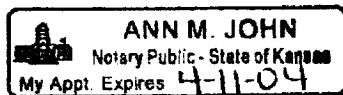
STATE OF KANSAS)
)ss.
COUNTY OF NEOSHO)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of March, 2003, personally appeared Ed Willis, to me known to be the identical person who subscribed his name to the 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.

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

Notary Public Ann M. John

My Commission Expires: 4-11-04



KCC T-1
Request for Change of Operator

Lease Description

Lease Name -

Tallman

Sec 34: W/2 & E/2 SE, T31S-R15E, Montgomery Co., KS

RECEIVED

JUL 29 2002

KCC WICHITA

RECEIVED

KANSAS CORPORATION COMMISSION

JUL 16 2003

CONSERVATION DIVISION
WICHITA, KS

RECEIVED

MAY 31 2005

KCC WICHITA