

OCT 19 2007

CONSERVATION DIVISION
WICHITA, KS

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

REQUEST 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 32 **
☐ 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.: _____
Entire Project: ☐ Yes ☐ No
Number of Injection Wells _____ **

Field Name: _____

**** Side Two Must Be Completed.**

Effective Date of Transfer: 8/28/07
KS Dept of Revenue Lease No.: 111950MB
Lease Name: Johnson 21 ~~21~~
_____ Sec. 21 Twp. 25 R. 4 ☒ E ☐ W
Legal Description of Lease: SEE LEASE Agreement
NE 1/4 OF SECTION W/2 SW/4
County: BUTLER
Production Zone(s): Mississippi
Injection Zone(s): _____

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

Type of Pit: ☐ Emergency ☐ Burn ☐ Settling

☐ Haul-Off

☐ Workover

☐ Drilling

Past Operator's License No. 9076 0

Past Operator's Name & Address: WALLACE JOHNSON

(DECEASED)

Title: _____

Contact Person: Jay Johnson

Phone: 316-323-0381

Date: 9-12-07

Signature: Jay Johnson Personal Representative
Death Certificate on file

New Operator's License No. 33844

New Operator's Name & Address: BLACK GOLD

WELL SERVICE, INC.

9808 NW Parallel Towanda, KS 67144

Title: PRESIDENT

Contact Person: JEREMY HURY

Phone: 316-323-4734

Oil / Gas Purchaser: PLAINS MARKETING

Date: 8/28/07

Signature: [Signature]

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CONSERVATION DIVISION
WICHITA, KS

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.

_____ is acknowledged as the
new operator and may continue to inject fluids as authorized by
Permit No.: _____ . Recommended action: _____
Date: _____

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 12-28-07 PRODUCTION JAN 02 2008 UIC 12-31-07
Mail to: Past Operator _____ New Operator _____ District _____

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

* Lease Name: Johnson

* Location: 21-25S-4E

[illegible]

* 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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Book: 2008 Page: 1057
 Receipt #: 40768
 Pages Recorded: 1
 Date Recorded: 7/20/2007 2:43:13 PM
 - MARCIA MCCOY -
 REGISTER OF DEEDS
 Total Fees: \$8.00

LIMITED POWER OF ATTORNEY



STATE OF TENNESSEE

§

COUNTY OF KNOX

§

§

I, Jessica Secrest, City of Powell, County of Knox, State of Tennessee, hereby constitute and appoint Jay Johnson, of City of El Dorado, County of Butler, State of Kansas as my true and lawful attorney in fact, for me, on my behalf, in my name, place, and stead to manage and lease any real property or oil and gas interest which I may own in Butler County, Kansas, without reservation of any right therein.

All the right power and authority of said attorney in fact herein granted shall commence and in full force and effect on April 10, 2007, and such rights power of auctorhity shall remain in full force and effect there after until terminated by written notice.

Dated April 10, 2007,

RTN: James L. Hargrove
 (5) P.O. Box 31
 El Dorado, KS 67042

Jessica Secrest
 Jessica Secrest

STATE OF TENNESSEE

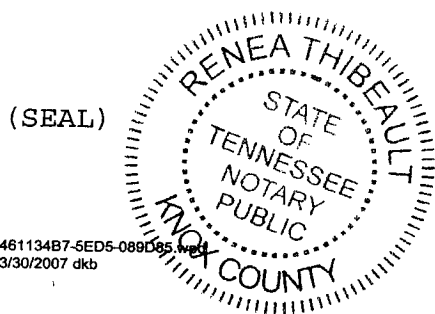
§

COUNTY OF KNOX

§

§

10th The foregoing instrument was acknowledged before me this April day of April, 2007, by Jessica Secrest.



Renea Thibault
 Notary Public

My commission expires June 5, 2010

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 WICHITA, KS

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CONSERVATION DIVISION
 WICHITA, KS

REC
 COMP
 NUM

LIMITED POWER OF ATTORNEY

STATE OF MINNESOTA §
COUNTY OF DAKOTA §

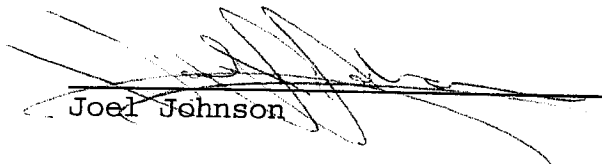


I, Joel Johnson, City of Apple Valley, County of Dakota, State of Minnesota, hereby constitute and appoint Jay Johnson, of City of El Dorado, County of Butler, State of Kansas as my true and lawful attorney in fact, for me, on my behalf, in my name, place, and stead to manage and lease any real property or oil and gas interest which I may own in Butler County, Kansas, without reservation of any right therein.

All the right power and authority of said attorney in fact herein granted shall commence and in full force and effect on April 9th, 2007, and such rights power of aurohrity shall remain in full force and effect there after until terminated by written notice.

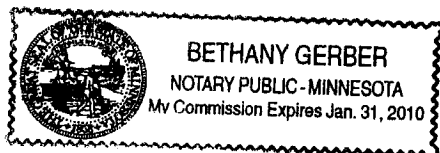
Dated April 9th, 2007,

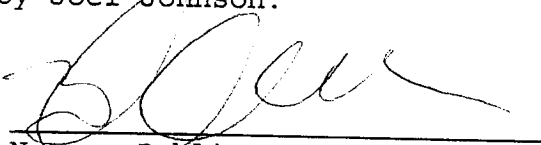
RTN: James L. Hargrove
(5) P.O. Box 31
El Dorado, KS 67042


Joel Johnson

STATE OF MINNESOTA §
COUNTY OF DAKOTA §

The foregoing instrument was acknowledged before me this 9 day of 4 (April), 2007, by Joel Johnson.




Notary Public

4613EE19-3600-08DA14.wpd
3/30/2007 dkb

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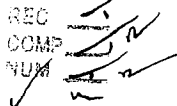
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CONSERVATION DIVISION
WICHITA, KS

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OCT 19 2007

CONSERVATION DIVISION
WICHITA, KS

REC
COMP
NUM


LIMITED POWER OF ATTORNEY

STATE OF KANSAS §
COUNTY OF SEDGWICK §



I, Jocelyn Johnson, City of Wichita, County of Sedgwick, State of Kansas, hereby constitute and appoint Jay Johnson, of City of El Dorado, County of Butler, State of Kansas as my true and lawful attorney in fact, for me, on my behalf, in my name, place, and stead to manage and lease any real property or oil and gas interest which I may own in Butler County, Kansas, without reservation of any right therein.

All the right power and authority of said attorney in fact herein granted shall commence and in full force and effect on May 17, 2007, and such rights power of authority shall remain in full force and effect there after until terminated by written notice.

Dated May 17, 2007,

RTN: James L. Hargrove
(5) P.O. Box 31
El Dorado, KS 67042

Jocelyn Johnson
Jocelyn Johnson

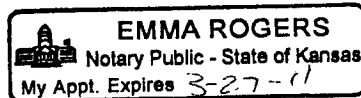
STATE OF KANSAS §
COUNTY OF Sedgwick §

The foregoing instrument was acknowledged before me this 17th day of May, 2007, by Jocelyn Johnson.

(SEAL)

Emma Rogers
Notary Public

462D10D2-3F29-281EFE.wpd
3/30/2007 dkb



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CONSERVATION DIVISION
WICHITA, KS

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OCT 19 2007

CONSERVATION DIVISION
WICHITA, KS

REC
COMP
NUM

DEC 27 2007

CONSERVATION DIVISION
WICHITA, KS

FORM 88 - (PRODUCER'S SPECIAL) (PAID-UP)

63U (Rev. 1981)

OIL AND GAS LEASE

Recorder No.
139 115KANSAS BLUE PRINT CO. INC.
ENGINEERING - SURVEYING - ARCHITECTURE
116-224-9344 • P.O. Box 793 • Wichita, KS 67201-0793AGREEMENT, Made and entered into the 20th day of

JULY

/ 20

by and between Jay Johnson, and Jay Johnson as attorney in fact for Jocelyn Johnson, Jennifer Leese, Jessica Secrest and Joel Johnsonwhose mailing address is 1230 N. Topeka, El Dorado, Kansas 67042 hereinafter called Lessor (whether one or more)
and Black Gold Well Service, Inc., 9868 NW Parallel Road, Towanda, KS 671

hereinafter called Lessee.

Lessor, in consideration of TENDollars (\$ 10.00)in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases and their respective constituent products including gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, mine, save, care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interests, therein situated in County of Butler State of Kansas described as follows, to-wit:

The West Half of the Southwest Quarter (W/2 SW/4)

In Section 21 Township 25 South Range 4 East and containing 80 acres, more or less, and all accretions thereto.Subject to the provisions herein contained, this lease shall remain in force for a term of (one) 1 years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees:

three sixteenths (3/16)1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal 3/16 of all oil produced and saved from the leased premises.2nd. To pay lessor for gas of whatever nature or kind produced and sold or used off the premises, or used in the manufacture of any products therefrom, 3/16 of the market price at the well, that, as to gas sold by lessee, in an event more than 3/16 of the proceeds received by lessee from such sales for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly, where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. 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 like effect as if such well had been completed within the term of years first mentioned.

If said lessee owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid to said lessor only to the proportion which lessor's interest bears to the whole and undivided fee.

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

When requested by lessor, lessee shall have lessee's pipe lines below ground depth.

No well shall be drilled deeper than 200 feet in the lease or have more or said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's 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 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. 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.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All express or implied covenants in this lease shall be subject in 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.

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 of 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 the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of units contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 80 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

1. Lessee shall retain all equipment on the lease.
2. When production ceases, Lessee shall be responsible for cleaning up the lease site and returning it to pasture land.
3. This lease may be held by Lessee by tendering at least the price of 3/16 of one load of oil each year to Lessor.

RTN: James L. Hargrove
(5) P.O. Box 31
El Dorado, KS 67042BUTLER COUNTY, KS
- MARCIA MCCOY -
REGISTER OF DEEDSBook: 2008 Page: 1055
Receipt #: 40768 Total Fees: \$12.
Pages Recorded: 2
Date Recorded: 7/20/2007 2:43:11 PM

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Witnesses

Jay Johnson, Individually and as
Attorney in Fact for Jocelyn Johnson
Jennifer Leese, Jessica Secrest and
Joel JohnsonRECEIVED
KANSAS CORPORATION COMMISSION

OCT 19 2007

CONSERVATION DIVISION
WICHITA, KS150
300
SUM
427/24
Paid
10/22/07
6000

STATE OF KANSAS
COUNTY OF BUTLER
The foregoing instrument was acknowledged before me this 20th day of July 1/62097 by Jay Johnson, individually and as Attorney in fact for Jocelyn Johnson-Jennifer Leese, Jessica Secrest and Joel Johnson
My commission expires _____
DENAK BRUCE
Notary Public - State of Kansas
My Appl. Expires 8/12/11
Notary Public

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____ and _____ 19____
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
My commission expires _____
Notary Public

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____ and _____ 19____
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
My commission expires _____
Notary Public

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____ and _____ 19____
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
My commission expires _____
Notary Public

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____ and _____ 19____
ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)
My commission expires _____
Notary Public

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____ and _____ 19____
ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)
My commission expires _____
Notary Public

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____ and _____ 19____
ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)
My commission expires _____
Notary Public