Kansas Corporation Commission Oil & Gas Conservation Division

Form T-1 April 2004 Form must be Typed Form must be Signed All blanks must be Filled

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

Check Applicable Boxes:			
✓ Oil Lease: No. of Oil Wells**	Effective Date of Transfer: September 10, 2007		
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.: 15-131-20,049		
Gas Gathering System:	Lease Name: Hermesch #1 "A"		
Saltwater Disposal Well - Permit No.: D 25016			
Spot Location: 23/0 feet from N / S Line	<u>SENWSESec9</u> Twp5R13VEW		
890 feet from ✓ E / W Line	Legal Description of Lease:		
Enhanced Recovery Project Permit No.:	<u>a Hochment</u>		
Entire Project: Yes No	County: Nemaha		
Number of Injection Wells**	Production Zone(s): Viola		
Field Name:			
** Side Two Must Be Completed.	Injection Zone(s):		
Surface Pit Permit No.:	feet from N / S Line of Section		
(API No. if Drill Pit, WO or Haul)	feet from E / W Line of Section		
Type of Pit: Emergency Burn Settling	Haul-Off Workover Drilling		
Past Operator's License No. 33123 ehp 10/30/03	Contact Person: Steve Owen		
Past Operator's Name & Address: Mid South Oil Exploration, Inc.	Phone: 913-267-5033		
8 S. 3rd Street, 4th Floor, Memphis, TN. 38103			
	Date:		
Title:	Signature: Oil - gas Use attached		
New Operator's License No. 31389 ✓	Contact Person: Jay Ablah		
New Operator's Name & Address: Noble Petroleum, Inc.	Phone: 316-636-5155		
3101 N. Rock Road, Suite 125	Oil / Gas Purchaser:		
Wichita, KS. 67226	Date: 9/6/2007		
Title: President	Signature: Sant Oble		
Title.			
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 Corpor	ration 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.		
Noble Petroleum, Inc. is acknowled as the	is acknowleged as the		
new operator and may continue to inject fluids as authorized by	RECEIVED new operator of the above nankandaeeenrokalion commission		
Permit No. D-25016 . Recommended action: MIT Due	permitted by No :		
9/2/07-43C's due 2003-06	SEP 1 8 2007		
Date: 10.30.07 Barbara Maryomera	Date: CONSERVATION DIVISION		
Authorized Signature DISTRICT FPR 10-2-07	AuthWiGHATASK@nature PRODUCTION OCT 3 0 2007 UIC 10 - 30 - 07		
Mail to: Past Operator 10-30-07 New Operator 10-	PRODUCTION UCT 0 2007 UIC 70 30 - 07 30 - 07 District 3 /0 · 30 - 07		

Must Be Filed For All Wells

KDOR Lease	No.: 15-131-20,049				
	Hermesch #1 "A"		* Location:)-5S-13E	
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	15-131-20,049 ✓	1650 Circle	1650 Circle	OIL	PROD
1-A	15-131-20,044-0001	2310 FSL FNL	890 FELFWL	INJ -	PROD AI
		FSL/FNL	FEL/FWL		
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		FSL/FNL	FEL/FWL	SE	P 1 8 2007
		FSL/FNL	FEL/FWL	CONS	ERVATION DIVISION
		FSL/FNL	FEL/FWL		WICHITA, KS

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.

EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated 12007, by 12007, b

- 1. If at the end of the primary term this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor, the sum of \$10.00 multiplied by the number of net mineral acres owned by Lessors in the land above described, this lease shall thereby be modified and the primary term shall be extended for an additional term of Three (3) years from the end of the original primary term.
- 2. Lessee or his Assigns shall restore the surface and the surface contours to their original condition as nearly as is reasonably practicable after drilling operations are completed on the above described premises.
- 3. The Lessor hereby gives permission to Noble Petroleum, Inc., and/or its assigns to enter the above described property with the necessary seismograph equipment for the purposes of conducting seismic operations and survey. Noble Petroleum, Inc. and or its assigns shall conduct all operations in a careful, diligent, workmanlike manner. Necessary line clearance and tree trimming is permitted. In granting permission to Noble Petroleum, Inc. and/or its assigns, Lessor agrees to protect and hold harmless any claims and damages that may result from this work. Noble Petroleum, Inc. and/or its assigns shall pay to Lessor and/or its Fee Tenant a fee to be calculated at the rate of \$4.00 per planted cropland acre; total fee to be paid by check or draft within 10 days following conclusion of said survey.

SIGNED FOR IDENTIFICATION:

Steven N. Hermosch

RECEIVED KANSAS CORPORATION COMMISSION

SEP 1 8 2007

CONSERVATION DIVISION WICHITA, KS

11.88.1

Kens. - Okta. - Colo.

Form 85 (producers) Rev. 1-83 (Paid-up)

ACKNOWLEDGEMENT FOR HYDIVIDUAL (Kens., Okin, and Colo.):

15632 NEMAIHE

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this 7th day of My 2007, between, 5th 1. Humesh and My Licrosof, husband and wife, 1568 32nd Road, Goff, KS 66428 and plate hereinafter called lessor, and Noble Petroleum Inc., 3101 North Rock Road. Suite 125, Wichita, KS 67226 hereinafter called lessee, does witness: 5th 100 persons of the control of the day of PMTT

1. That lessor, for and in consideration of the sum of Ten and More Dollars (\$10.00) in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, with any reversionary rights therein, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, and other fluids and substances into the subsurface strata, and for constructing roads, taying pipe lines, building tanks, storing oil, building power stations, electrical lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and the injection of water, brine. State of Kansas, and described as the injection of water, brine, and other substances into the subsurface strata, said tract of land being situated in the County of Nemaha , State of Kansas , and described as follows:

The Southeast Quarter (SE4) of Section 9, Township 5 South, Range 13 East and the North Half of the Northeast Quarter (N2NE4) and the East Half of the Northwest Quarter (E2NW4) STATE OF and the Southwest Quarter of the Northeast Quarter (SW4NE4) of Section 16, Township 5 South, Range 13 East

354.00 acres, more or less. , personally appeared_ containing_

Before me, the undersylned, a Kolary Public, within and for said county and state on the

2. 1... This lease shall remain in force for a term of Five (5) years (called "primary term") and as long thereafter as oil; gas, cashighead gas, cashighead gasoline or any of the products as

covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one eighth part of all oil produced and a saved from the leased premises, or at the lessee's option may pay to the lessor for such one eighth royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

The lessee shall pay to the lessor, as a royalty, one-eighth (1/8th) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to one dollar per net mineral acre, and while shut in said royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.

This lease is a paid-up lease and may be maintaining during primary term without further payments or drilling operations.

In the event said lessor 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 in the proportion which his interest bears to the whole and undivided fee; however, in the event the title to any interest in said land should revert to lessor, or his helps, or his or their grantee, this lease shall cover such reversion.

7. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet. to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of the lease to remove all machinery fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing,

Executors, administrations, successors, and assigns, but no change or division in ownership of the land, or royalties, however, accomplished, shall operate to enlarge the obligations or of diministrations, successors, and assigns, but no change or division in ownership of the land, or royalties, however, accomplished, shall operate to enlarge the obligations or of diministrations, successors, and assigns, but no change or division in ownership of the land, or royalties, however, accomplished, shall operate to enlarge the obligations or of diministrations of lessee, and no change of ownership in the land or in the royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with of either the original recorded instrument of conveyance or a duly certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator of the estate of any deceased owner, whichever is appropriate together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rantals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or helf of lessor.

If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all ercunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased M acreage. There shall be no obligations on the part of the lessee to offset wells on separate tracts into which the land covered by the lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.

10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessed, at its option, may pay and discharge in whole or in part any taxes, mortgages or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage tax or other lien, any royalty accruing hereunder.

If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within one hundred-twenty (120) days thereafter, or if as the expiration of the primary term, oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced with no cessation of more than one hundred-twenty(120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provision of this lease.

12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect

13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for fallure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority hereaf interference in the control of the control primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.

Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by 14. Lessee, at its option, is hereby given the right and power to pool of combine into one or more units the land covered by this lease, or any portion thereor, with other land covered by another lease, or leases 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 such policy and under said land, such pooling to be in a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas and/or condensate or distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of the particular unit implied. his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.

15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee

See Exhibit "A" Attached hereto and made a part hereof.

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ACKNOWLEDGEMENT FOR INDIVIDUAL (Kans., Okla., and Colo,)

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CONSERVATION DIVISION	MAY F. HENES	175,711	Minneye

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