REQUEST FOR CHANGE OF OPERATOR	KANSAS CORPORATION COMMISSION
TRANSFER OF INJECTION AUTHORIZATIO	N CONSERVATION DIVISION
OR TRANSFER OF SURFACE POND PERMIT	130 S MARKET, ROOM 2078
	WICHITA, KANSAS 67202

DOR 209848	
Check Applicable Boxes:	Effective Date of Transfer 11/1/99
t loil toons We of Wells	PORTVEDLEASE Name RUEB #1-9
[] Oil Lease: No. of Wells	VICHITA Legal Description of Lease:
(V) Car Large: No. of Wells	64 MA - C-SE-SE SOC 9 T35 PAZ MIR
** SIDE TWO MUST BE COMPLETED **	M/o 25
	WICHITA Legal Description of Lease:
[] Saltwater Disposal Well - Docket No.	WICHITA Legal Description of Lease:
Spot Location: feet from N	
feet from E	/W Line
[] Enhanced Recovery Proj. Docket No	
Entire project: Yes/No	
Number of injection wells**	Production Zone(s) NOBRARA
Field Name CHERRY CREEK	Injection Zone(s)
· 中国中国中国中国中国中国中国中国中国中国中国中国中国中国中国中国中国中国中国	· 在在在在在在在在在在在在在在在在在在在在在在在在在在在在在在在在在在在在
Surface Pond Permit # (API No. If Drill P	Feet from N/S Line of Section
(API NO. II Drill E	Pit) Feet from E/W Line of Section
Identify: Emergency Pit Burn Pit	Storage Pit Drill Pit D
identity: Emergency Fit Burn Fit	Storage Pit - Drill Pit - KB
***********	*******
Past Operator's License No. 31,514	Contact Person: ROBERT C. PATTON
	REDER I C. PATTON
Past Operator's Name and Address:	Phone: (316) 685-15(2-
THOROUGHBRED ASSOCIATES, LLC	(316) 603 - (5(2)
10 COLONIAL COURT	Date
	Date
WICHITA, KS 67207 TITLE MANAGING PARTNER	Signature Ser Bill of Sale
*********	************
New Operator's License No. 31,465	Contact Person TREVOR M. LYOUS
	•
New Operator's Name and Address	Phone (918) 587-2497
New Operator's Name and Address LYONS, INC.	Phone (918) 587-2497
LYONS LYONS, INC.	
LYONS LYONS, INC. P.O. Box 14148	Oil/Gas Purchaser BITTER CREEK PIPELINES,
LYONS LYONS, INC.	Oil/Gas Purchaser BITTER CREEK PIPELINES,
LYONS LYONS, INC. P. O. Box 14148 TULSA, OK 74159	Oil/Gas Purchaser BITTER CREEK PIPEUNES,
LYONS LYONS, INC. P.O. Box 14148	Oil/Gas Purchaser BITTER CREEK PIPELINES,
LYONS, LYONS, INC. P.O. Box 14148 TULSA, OK 74159 Title Procident	Oil/Gas Purchaser BITTER CREEK PIPEUNES, Date June 18, 2002 Signature Trever M. Syous
LYONS, LYONS, INC. P. O. Box 14148 TULSA, OK 74159 Title President ACKNOWLEDGEMENT OF TRANSFER: The above	Oil/Gas Purchaser BITTER CREEK PIPEUNES,
LYONS LYONS, INC. P. O. Box 14148 TULSA, OK 74159 Title Precident ACKNOWLEDGEMENT OF TRANSFER: The above surface pond permit # has been	Oil/Gas Purchaser BITTER CREEK PIPELINES, Date June 18, 2002 Signature Treatment M. Signature request for transfer of injection authorization, en noted, approved and duly recorded in the records
LYONS LYONS, INC. P. O. Box 14148 TULSA, OK 74159 Title Pos: deat ACKNOWLEDGEMENT OF TRANSFER: The above surface pond permit # has been of the Kansas Corporation Commission. The contraction of the co	Oil/Gas Purchaser BITTER CREEK PIPELINES, Date June 18, 2002 Signature Tream M. John request for transfer of injection authorization, en noted, approved and duly recorded in the records his acknowledgement of transfer pertains to Kansas
LYONS, LYONS, INC. P. O. Box 14148 TULSA, OK 74159 Title Procident ACKNOWLEDGEMENT OF TRANSFER: The above surface pond permit # has been of the Kansas Corporation Commission. The Corporation Commission records only and described the control of the corporation commission records only and described the corporation commission.	Oil/Gas Purchaser SITTER CREEK PIPELINES, Date June 18, 2002 Signature Tream M. John request for transfer of injection authorization, en noted, approved and duly recorded in the records his acknowledgement of transfer pertains to Kansas
LYONS LYONS, INC. P. O. Box 14148 TULSA, OK 74159 Title Pos: deat ACKNOWLEDGEMENT OF TRANSFER: The above surface pond permit # has been of the Kansas Corporation Commission. The contraction of the co	Date
LYONS, LYONS, INC. P. O. Box 14148 TULSA, OK 74159 Title Pecident ACKNOWLEDGEMENT OF TRANSFER: The above surface pond permit # has been of the Kansas Corporation Commission. The Corporation Commission records only and dinjection well(s) or pond permit.	Oil/Gas Purchaser BITTER CREEK PRELINES, Date June 18, 2002 Signature Trainer M. France And State St
LYONS, LYONS, INC. P. O. Box 14148 TULSA, OK 74159 Title Pecident ACKNOWLEDGEMENT OF TRANSFER: The above surface pond permit # has been of the Kansas Corporation Commission. The Corporation Commission records only and dinjection well(s) or pond permit. is acknowledged	Oil/Gas Purchaser SITTER CREEK PRELINES, Date June 18, 2002 Signature Treat M. Signature request for transfer of injection authorization, an noted, approved and duly recorded in the records his acknowledgement of transfer pertains to Kansas does not convey any ownership interest in the above is acknowledged as the
LYONS, LYONS, INC. P. O. Box 14148 TULSA, OK 74159 Title Pecident ACKNOWLEDGEMENT OF TRANSFER: The above surface pond permit # has been of the Kansas Corporation Commission. The Corporation Commission records only and dinjection well(s) or pond permit. is acknowledged as the new operator and may continue to	Oil/Gas Purchaser SITTER CREEK PIPELINES, Date June 18, 2002 Signature Treat M. Journ request for transfer of injection authorization, en noted, approved and duly recorded in the records his acknowledgement of transfer pertains to Kansas hoes not convey any ownership interest in the above is acknowledged as the new operator of the above named lease containing
LYONS, LYONS, INC. P. O. Box 14148 TULSA, OK 74159 Title Posident ACKNOWLEDGEMENT OF TRANSFER: The above surface pond permit # has been of the Kansas Corporation Commission. The Corporation Commission records only and dinjection well(s) or pond permit. is acknowledged as the new operator and may continue to inject fluids as authorized by Docket #	Oil/Gas Purchaser SITTER CREEK PIPELINES, Date June 18, 2002 Signature Treat M. John request for transfer of injection authorization, en noted, approved and duly recorded in the records his acknowledgement of transfer pertains to Kansas hoes not convey any ownership interest in the above is acknowledged as the new operator of the above named lease containing
LYONS, LYONS, INC. P. O. Box 14148 TULSA, OK 74159 Title Pecident ACKNOWLEDGEMENT OF TRANSFER: The above surface pond permit # has been of the Kansas Corporation Commission. The Corporation Commission records only and dinjection well(s) or pond permit. is acknowledged as the new operator and may continue to	Oil/Gas Purchaser SITTER CREEK PIPELINES, Date June 18, 2002 Signature Treat M. Tr
LYONS, LYONS, INC. P. O. Box 14148 TULSA, OK 74159 Title Posident ACKNOWLEDGEMENT OF TRANSFER: The above surface pond permit # has been of the Kansas Corporation Commission. The Corporation Commission records only and dinjection well(s) or pond permit. is acknowledged as the new operator and may continue to inject fluids as authorized by Docket #	Oil/Gas Purchaser SITTER CREEK PIPELINES, Date June 18, 2002 Signature Treat M. Journ request for transfer of injection authorization, en noted, approved and duly recorded in the records his acknowledgement of transfer pertains to Kansas hoes not convey any ownership interest in the above is acknowledged as the new operator of the above named lease containing
LYONS, LYONS, INC. P. O. Box 14148 TULSA, OK 74159 Title Pecident ACKNOWLEDGEMENT OF TRANSFER: The above surface pond permit # has been of the Kansas Corporation Commission. The Corporation Commission records only and dinjection well(s) or pond permit. is acknowledged as the new operator and may continue to inject fluids as authorized by Docket # Recommended action	Oil/Gas Purchaser SITTER CREEK PRELINES, Date June 18, 2002 Signature Treat M. John request for transfer of injection authorization, en noted, approved and duly recorded in the records his acknowledgement of transfer pertains to Kansas hoes not convey any ownership interest in the above is acknowledged as the new operator of the above named lease containing the surface pond permitted by #
LYONS, LYONS, INC. P. O. Box 14148 TULSA, OK 74159 Title Pec:dest ACKNOWLEDGEMENT OF TRANSFER: The above surface pond permit # has been of the Kansas Corporation Commission. The Corporation Commission records only and dinjection well(s) or pond permit. is acknowledged as the new operator and may continue to inject fluids as authorized by Docket # Recommended action Date	Date
LYONS, LYONS, INC. P. O. Box 14148 TULSA, OK 74159 Title Pecident ACKNOWLEDGEMENT OF TRANSFER: The above surface pond permit # has been of the Kansas Corporation Commission. The Corporation Commission records only and dinjection well(s) or pond permit. is acknowledged as the new operator and may continue to inject fluids as authorized by Docket # Recommended action	Oil/Gas Purchaser SITTER CREEK PRELINES, Date June 18, 2002 Signature Treat M. John request for transfer of injection authorization, en noted, approved and duly recorded in the records his acknowledgement of transfer pertains to Kansas hoes not convey any ownership interest in the above is acknowledged as the new operator of the above named lease containing the surface pond permitted by #
LYONS, LYONS, INC. P. O. Box 14148 TULSA, OK 74159 Title Pecident ACKNOWLEDGEMENT OF TRANSFER: The above surface pond permit # has been of the Kansas Corporation Commission. The Corporation Commission records only and dinjection well(s) or pond permit. is acknowledged as the new operator and may continue to inject fluids as authorized by Docket # Recommended action Date Authorized Signature	Date
LYONS, LYONS, INC. P. O. Box 14148 TULSA, OK 74159 Title Pec:dest ACKNOWLEDGEMENT OF TRANSFER: The above surface pond permit # has been of the Kansas Corporation Commission. The Corporation Commission records only and dinjection well(s) or pond permit. is acknowledged as the new operator and may continue to inject fluids as authorized by Docket # Recommended action Date	Date

KANSAS CORPORATION COMMISSION

SCANNED

*LEASE NAME RUES#1-9 *LOCATION: 9-35-42W

WELL STATUS (PROD/TA'D					
API NO. FOOTAGE FROM SECTION LINE TYPE OF WELL WELL NO. (YR DRLD/PRE '67) (i.e. FSL=Feet from South Line) (OIL/GAS INJ/WSW) ABANDONED)	PROD				}
N LINE om South I W) AJ	GAS				
ROM SECTION i.e. FSL=Feet from INJ/WS/	Circle 60 FEL FWL	FSL/FNL FEL/FWL	FEL/FWL	FEL/FWL	FEL/FWL
FOOTAGE I D/PRE '67) (15-023-20,110 660 (FSL) FINL 660 (FEL) FWL GAS PROD	FSL/FNL_	FSL/FNL_	FSL/FNL_	FSL/FNL
API NO. NO. (YR DRI	15-023-20,110				
WELL	\				

FELFWL

FSL/FNL

FSL/FNL FEL/FWL

FELFWL

FSL/FNL

FEL/FWL

FSL/FNL

FEL/FWL

FSL/FNL

FSL/FNL FEL/FWL

FEL/FWL

FSL/FNL___

FEL/FWL

FSL/FNL_

FEL/FWL

FSL/FNL

FEL/FWL

FSL/FNL_

FEL/FWL

FSL/FNL

RECEIVED

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.

ASSIGNMENT AND BILL OF SALE

RECEIVED

1 4UN 2 4 2002

KCC WICHITA

STATE OF KANSAS)) ss COUNTY OF CHEYENNE)

KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LIPIZZAN PETROLEUM CORPORATION AND LIPIZZAN PETROLEUM 1997 L.L.C., whose address is 8100 E. 22nd St. North, Building 600, Suite F, Wichita, Kansas, 67226, ("SELLER") does hereby sell, assign and transfer unto LYONS AND LYONS, INC., whose address is Post Office Box 14148, Tulsa, Oklahoma, 74159-1148 ("BUYER"):

- a) all of Seller's right, title and interest in and to the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof ("Subject Leases"); and
- b) all of Seller's right, title and interest in and to all personal property and other improvements appurtenant to or located on the Subject Leases including lease equipment, facilities and fixtures associated therewith.

The Subject Interests assigned hereby are subject to the terms and conditions of the Subject Leases and all contracts and governmental regulations related thereto.

THE SUBJECT INTERESTS ARE HEREBY ASSIGNED AND SOLD "AS IS", WITHOUT WARRANTY, EXPRESS OR IMPLIED IN FACT OR BY LAW, WHETHER OF TITLE, OPERATING CONDITION, SAFETY, COMPLIANCE WITH GOVERNMENTAL REGULATIONS, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSES, ENVIRONMENTAL OR OTHER CONDITION OR OTHERWISE. ALL WELLS, PERSONAL PROPERTY, MACHINERY, EQUIPMENT AND FACILITIES THEREIN, THEREON AND APPURTENANT THERETO ARE CONVEYED BY SELLER AND ACCEPTED BY BUYER PRECISELY AND ONLY "AS IS, WHERE IS".

Buyer shall bear all liability for all costs, obligations, expenses, liabilities, claims or causes of action, of whatsoever kind and character, associated with the Subject Interests and accruing or relating to all periods after the Effective Date and agrees, at its sole risk and expense to plug and abandon all of the oil and gas wells located in the Subject Leases including removal of equipment and restoration of the surface, whenever it becomes necessary to do so. Notwithstanding anything to the contrary herein, Buyer accepts the Subject Interests subject to any liabilities and obligations arising or accruing from the physical or environmental conditions of the Subject Interests, including liabilities and obligations under applicable law and regulations now enacted or that may be enacted in the future, regardless of whether such liabilities and obligations arise or accrue prior or subsequent to the Effective Date. Notwithstanding anything to the contrary herein, Buyer accepts the Subject Interests subject to any oil and/or gas balancing liabilities and obligations due to the overproduction or underproduction of hydrocarbons, regardless of whether such liabilities or obligations arise or accrue prior or subsequent to the Effective Date. Buyer shall fully defend, compensate, protect and indemnify and hold Seller, its officers, directors, employees and agents harmless from and against any and all losses claims demands

Seller shall bear all liability for all costs, obligations, liabilities, claims or causes of action, of whatsoever kind and character, associated with the Subject Interests and accruing or relating to all periods prior to the Effective Date. However, Seller will not be responsible for any costs and expenses relating to plugging and abandoning of wells located on the Subject Leases, including removal of equipment and restoration of the surface.

Seller shall receive all income, revenue, proceeds, accounts receivable and other benefits attributable to the Subject Interests ("Revenues") which relate to periods prior to the Effective Date, including, but not limited to all proceeds from the sale of hydrocarbons produced from or allocable to the Subject Interests prior to the Effective Date. Seller shall also receive the value of all merchantable allowable oil in storage above the pipeline connection at the Effective Date that is allocable to the Subject Interests. Buyer shall receive all Revenues accruing from and after the Effective Date.

Seller agrees to execute and deliver all such other notices, releases and other documents, and will do all such other acts and things, as may be necessary more fully to assure to Buyer all of the respective rights herein granted or intended to be granted.

EXECUTED this 19th day of November, 1998, to be effective, however, as of November 1, 1998 (the "Effective Date").

,
SELLER
LIPIZZAN PETROLEUM CORPORATION
01.46)
By: Pur OE
Name: Robert C. Patton
Title: President
LIPIZZAN PETROLEUM 1997 L.L.C.
1) at of
By: Koler Cath
Name: Robert C. Patton
Title: <u>Managing Partner</u>
BUYER
LYONS & LYONS, INC.

Name: Trevor M.

Rueb #1-9

EXHIBIT "A"

Attached to and made a part of that Certain Assignment and Bill of Sale effective November 1, 1998 for the Rueb #1-9 Well

COVERING LANDS IN CHEYENNE COUNTY, KANSAS

LESSOR	DESCRIPTION	LEASE DATE	RECORDING DATA
Marlin J. Rueb, a single man	$\sqrt{\frac{\text{T3S-R42W, 6th PM}}{\text{Sec. 9: S/2}}}$	5/14/75	BK 039, PG 413
Frank Vandike, a single man	$\sqrt{\frac{\text{T3S-R42W}, 6\text{th PM}}{\text{Sec. 9: N/2}}}$	5/7/75	BK 039, PG 403

STATE OF KANSAS
CHEYENNE COUNTY.
This instrument was filed for record on the product of Nov. A.D. 1998, at 11:30 o'clock A.N. and duly recorded in Book with Page 21.04

CORPORATE ACKNOWLEDGEMENT

STATE	OF	0	KLAHOMA)	ss
COUNTY	OF	7	TULSA)	55

This instrument was acknowledged before me on November 19, 1998 by Trevor M. Lyons, the President for Lyons & Lyons, Inc., an Oklahoma Corporation, on behalf of said Corporation.

My Commission Expires:

Notary Public State of Oklahoma

96009316

CORPORATE ACKNOWLEDGEMENT

STATE OF KANSAS))ss.
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on November 19, 1998 by Robert C. Patton, the President for Lipizzan Petroleum Corporation, a Kansas Corporation, on behalf of said Corporation.

KARRI WOLKEN
NOTARY PUBLIC
STATE OF KAMSAS
My Appl Exp. 1312

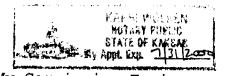
My Commission Expires:

Notary Public State of Kansas Karri Wolken

L.L.C. ACKNOWLEDGEMENT

STATE OF KANSAS))ss.
COUNTY OF SEDGWICK)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 19th day of November, 1998, personally appeared Robert C. Patton, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Managing Partner of Lipizzan Petroleum 1997 L.L.C. and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.



Notary Public State of Kansas

ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS)
) នន
COUNTY OF CHEYENNE)

KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LYONS AND LYONS, INC., whose address is Post Office Box 14148, Tulsa, Oklahoma, 74159, ("Seller") does hereby sell, assign and transfer unto the following listed persons, partnerships or corporations in the amount set out opposite the name ("BUYER"):

Name		Working Tatoment
LIPIZZAN PE LIPIZZAN PE	TROLEUM CORPORATION TROLEUM 1997 L.L.C.	Working Interest .2833 .0500

- a) of Seller's right, title and interest in and to the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof ("Subject Leases");
- b) of Seller's right, title and interest in and to all personal property and other improvements appurtenant to or located on the Subject Leases including lease equipment, facilities and fixtures associated therewith.

The Subject Interests assigned hereby are subject to the terms and conditions of the Subject Leases and all contracts and governmental regulations related thereto.

THE SUBJECT INTERESTS ARE HEREBY ASSIGNED AND SOLD "AS IS", WITHOUT WARRANTY, EXPRESS OR IMPLIED IN FACT OR BY LAW, WHETHER OF TITLE, OPERATING CONDITION, SAFETY, COMPLIANCE WITH GOVERNMENTAL REGULATIONS, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSES, ENVIRONMENTAL OR OTHER CONDITION OR OTHERWISE. ALL WELLS, PERSONAL PROPERTY, MACHINERY, EQUIPMENT AND FACILITIES THEREIN, THEREON AND APPURTENANT THERETO ARE CONVEYED BY SELLER AND ACCEPTED BY BUYER PRECISELY AND ONLY "AS IS, WHERE IS".

Buyer shall bear all liability for all costs, obligations, expenses, liabilities, claims or causes of action, of whatsoever kind and character, associated with the Subject Interests and accruing or relating to all periods after the Effective Date and agrees, at its sole risk and expense to plug and abandon all of the oil and gas wells located in the Subject Leases including removal of equipment and restoration of the surface, whenever it becomes necessary to do so. Notwithstanding anything to the contrary herein, Buyer accepts the Subject Interests subject to any liabilities and obligations arising or accruing from the physical or environmental conditions of the Subject Interests, including liabilities and obligations under applicable law and regulations now enacted or that may be enacted in the future, regardless of whether such liabilities and obligations arise or accrue prior or subsequent to the Effective Date. Notwithstanding anything to the contrary herein, Buyer accepts the Subject Interests subject to any oil and/or gas balancing liabilities and obligations due to the

Seller shall bear all liability for all costs, obligations, liabilities, claims or causes of action, of whatsoever kind and character, associated with the Subject Interests and accruing or relating to all periods prior to the Effective Date. However, Seller will not be responsible for any costs and expenses relating to plugging and abandoning of wells located on the Subject Leases, including removal of equipment and restoration of the surface.

Seller shall receive all income, revenue, proceeds, accounts receivable and other benefits attributable to the Subject Interests ("Revenues") which relate to periods prior to the Effective Date, including, but not limited to all proceeds from the sale of hydrocarbons produced from or allocable to the Subject Interests prior to the Effective Date. Seller shall also receive the value of all merchantable allowable oil in storage above the pipeline connection at the Effective Date that is allocable to the Subject Interests. Buyer shall receive all Revenues accruing from and after the Effective Date.

Seller agrees to execute and deliver all such other notices, releases and other documents, and will do all such other acts and things, as may be necessary more fully to assure to Buyer all of the respective rights herein granted or intended to be granted.

EXECUTED this 3/st day of October, 1997, to be effective, however, as of October 1, 1997 (the "Effective Date").

SELLER

LYONS AND LYONS, INC.

By: _ Kelent

By: /www/herson
Name: Trevor M. Lyons
Title: President
,
BUYER
LIPIZZAN PETROLEUM CORPORATION
By: Polit & Path
Name: Robert C. Patton
Title: President
LIPIZZAN PETROLEUM 1997 L.L.C.

Robert C. Patton

CORPORATE ACKNOWLEDGEMENT

STATE	OF OKLAHOMA)
)ss.
COUNTY	OF	'OKLAHOMA)

This instrument was acknowledged before me on_ Trevor M. Lyons, the President for Lyons & Lyons, Inc., Corporation, on behalf of said Corporation.

ommission Expires: Sommanner S

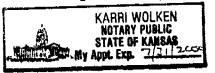
CORPORATE ACKNOWLEDGEMENT

STATE OF KANSAS

)ss.

COUNTY OF SEDGWICK

This instrument was acknowledged before me on October 29 , 1997 by Robert C. Patton, the President for Lipizzan Petroleum Corporation, a Kansas Corporation, on behalf of said Corporation.



My Commission Expires:

Notary Public State of Kansas

Karri Wolken

L.L.C. ACKNOWLEDGEMENT

STATE OF KANSAS)ss. COUNTY OF SEDGWICK

Before me, the undersigned, a Notary Public, in and for said County and State, on this 29th day of October, 1997, personally appeared Robert C. Patton, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as Managing Partner of Lipizzan Petroleum 1997 L.L.C. and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.



Rueb #1-9

EXHIBIT "A"

Attached to and made a part of that Certain Assignment and Bill of Sale dated effective October 1, 1997 for the Rueb #1-9 Well

COVERING LANDS IN CHEYENNE COUNTY, KANSAS

LESSOR	DESCRIPTION	LEASE DATE	RECORDING DATA
Marlin J. Rueb, a single man	T3S-R42W, 6th PM Sec. 9: S/2	5/14/75	BK 039, PG 413
Frank Vandike, a single man	5ec. 9: N/a	5/7/75	BK 039, PG 403

STATE OF KANSAS CHEYENNE COUNTY. This instrument was filed for record on the 3 day of Nov. A.D. 1997. ct_11: 30 o'clock A.M. and duly
perconded in Book 112 Page 323 3,76 Register of fee: Valoo

Re: Wichita, Ks.

1-9 Rueb

ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS)	
)	SS
COUNTY OF CHEYENNE)	

KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MOUNTAIN PETROLEUM CORPORATION, whose address is 1801 Broadway, Suite 1250, Denver, CO 80202 ("Seller"), does hereby sell, assign and transfer unto Lyons + Lyons, Inc. P.O. (XXIII) 37 THISP, OK 74159

("Buyer"), the following (the "Subject Interests"):

- (a) All of Seller's right, title and interest in and to the oil and gas leases described in Exhibit "A" attached hereto and made a part hereof ("Subject Leases");
- (b) All of Seller's right, title and interest in and to all personal property and other improvements appurtenant to or located on the Subject Leases including lease equipment, facilities and fixtures associated therewith.

The Subject Interests assigned hereby are subject to the terms and conditions of the Subject Leases and all contracts and governmental regulations related thereto.

THE SUBJECT INTERESTS ARE HEREBY ASSIGNED AND SOLD "AS IS", WITHOUT WARRANTY, EXPRESS OR IMPLIED IN FACT OR BY LAW, WHETHER OF TITLE, OPERATING CONDITION, SAFETY, COMPLIANCE WITH GOVERNMENTAL REGULATIONS, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSES, ENVIRONMENTAL OR OTHER CONDITION OR OTHERWISE. ALL WELLS, PERSONAL PROPERTY, MACHINERY, EQUIPMENT AND FACILITIES THEREIN, THEREON AND APPURTENANT THERETO ARE CONVEYED BY SELLER AND ACCEPTED BY BUYER PRECISELY AND ONLY "AS IS, WHERE IS".

Buyer shall bear all liability for all costs, obligations, expenses, liabilities, claims or causes of action, of whatsoever kind and character, associated with the Subject Interests and accruing or relating to all periods after the Effective Date and agrees, at its sole risk and expense to plug and abandon all of the oil and gas wells located in the Subject Leases including removal of equipment and restoration of the surface, whenever it becomes necessary to do so. Notwithstanding anything to the contrary herein, Buyer accepts the Subject Interests subject to any liabilities and obligations arising or accruing from the physical or environmental conditions of the Subject Interests, including liabilities and obligations under applicable law and regulations now enacted or that may be enacted in the future, regardless of whether such liabilities and obligations arise or accrue prior or subsequent to the Effective Date.

Notwithstanding anything to the contrary herein. Buyer accepts

reasonable attorneys' fees, court costs and costs of investigation, caused by, arising out of, or incidental to the liabilities and obligations described in the preceding three sentence regardless of whether Seller was wholly or partially negligent or otherwise at fault.

Seller shall bear all liability for all costs, obligations, liabilities, claims or causes of action, of whatsoever kind and character, associated with the Subject Interests and accruing or relating to all periods prior to the Effective Date. However, Seller will not be responsible for any costs and expenses relating to plugging and abandoning of wells located on the Subject Leases, including removal of equipment and restoration of the surface.

Seller shall receive all income, revenue, proceeds, accounts receivable and other benefits attributable to the Subject Interests ("Revenues") which relate to periods prior to the Effective Date, including, but not limited to all proceeds from the sale of hydrocarbons produced from or allocable to the Subject Interests prior to the Effective Date. Seller shall also receive the value of all merchantable allowable oil in storage above the pipeline connection at the Effective Date that is allocable to the Subject Interests. Buyer shall receive all Revenues accruing from and after the Effective Date.

Seller agrees to execute and deliver all such other notices, releases and other documents, and will do all such other acts and things, as may be necessary more fully to assure to Buyer all of the respective rights herein granted or intended to be granted.

EXECUTED this <u>27th</u> day of <u>August</u>, 1997, to be effective, however, as of October 1, 1997 (the "Effective Date").

SELLER

MOUNTAIN PETROLEUM CORPORATION By:
)) ss.)

This instrument was acknowledged before me on the 27th day of August, 1997 by Clyde E. Thompson, as President of MOUNTAIN PETROLEUM CORPORATION, on behalf of said corporation.

My Commission Expires:

STATE OF OKLAHOMA)	WLEDGEMENT
COUNTY OF OKLAHOMA)	- 4414 - 2
This instrument was acknowledged before me on the President for Line corporation, on behalf of sa	115 + L0001S, $12C$.
	Notary Public State of Oklohome My Commission Expires My Commission Expires
L.L.C. ACKNOWL	<u> </u>
STATE OF OKLAHOMA) COUNTY OF OKLAHOMA)	EDSEMENT.
Before me the undersigned, a Notary Public, in and of September, 1997, personally appeared be the identical person who subscribed the national instrument as	to me known to me of the maker thereof to the foregoing
	and acknowledged to and voluntary act and deed, and as the free company, for the uses and purposes therein
	Notary Public, State of_
	My Commission Expires
STATE OF OKLAHOMA) COUNTY OF OKLAHOMA)	WLEDGEMENT
This instrument was acknowledged before me, a not on September 24, 1997 personally appearacknowledged to me that he/she executed the with voluntary act.	ared and
	Notary Public, State of
	My Commission Expires
ATTORNEY-IN-FACT ACK STATE OF OKLAHOMA) COUNTY OF OKLAHOMA)	(NOWLEDGEMENT
This instrument was acknowledged before, Attorney-In-Fa	me on September 24, 1997 by act for on
behalf of said individual/corporation.	
	Notary Public, State of

PARTNERSHIP ACKNOWLEDGEMENT

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale dated effective October 1, 1997 for the #1-9 Rueb Well

COVERING LANDS IN CHEYENNE COUNTY, KANSAS

LESSOR	DESCRIPTION	LEASE DATE	RECORDING DATA
Marlin J. Rueb, a single man	√ <u>T3S-R42W, 6th PM</u> Sec. 9: S/2	5/14/75	BK 039, PG 413
Frank Vandike, a single man	$\sqrt{\frac{\text{T3S-R42W}}{\text{Sec. 9: N/2}}}$	5/7/75	BK 039, PG 403

STATE OF KANSAS
CHEYENNE COUNTY.
This instrument was filed for record
on the day of f. A.D. 1997.
at 11:45 o'clock A.M. and duly
recorded in Book 112 Page 276-279

Fee: 12.00 Register of Deeds