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	Effective Date of Transfer: June 1st, 2008				
✓ Gas Lease: No. of Gas Wells One	KS Dept of Revenue Lease No.: 1002938123 20627				
Gas Gathering System:					
Saltwater Disposal Well - Permit No.:	Lease Name: GOVO A				
Spot Location: feet from [N / S Line	Lease Name: Covey "A" SW SE SE Sec. 3 Twp. 27S R. 15 EVW				
feet from E / W Line	Legal Description of Lease: E/2SE/4, SEC.3, T27S-R15W; containing 80 acres				
Enhanced Recovery Project Permit No.:	County: PRATT				
Entire Project: Yes No	County: PRATT				
Number of Injection Wells**	Production Zone(s): CHEROKEE				
Field Name: Carver- Robbins					
** 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)					
Type of Pit: Emergency Burn Settling	feet fromE / W Line of Section Haul-Off Workover Drilling				
Past Operator's License No. 7701 "SEE ATTACHMENT"	Contact Person: MARION E. SLOAN				
Past Operator's Name & Address: G-L-E CORP	(-)26 - Phone: 642-672-2269				
518 WASHINGTON ST. PRATT, KS 67124					
TDCAQUEED	Date:				
Title: TREASURER	Signature: ASSignment Attacked				
22000 /	Contact Person: Charles N. Griffin KANSAS CORPURATION COMMISSION				
New Operator's License No. 33936 :/					
New Operator's Name & Address: Charles N. Griffin	Phone: 720-490-5648 MAR 2 7 2009				
P.O. BOX 670	Oil / Gas Purchaser: Oneok CONSERVATION DIVISION				
BYERS, CO. 80103	Date: 3/24/2009 WICHITA, KS				
Title: OWNER	Signature: SL 104				
Acknowledgment of Transfer: The above request for transfer of injection	authorization, surface pit permit # has been				
	ration Commission. This acknowledgment of transfer pertains to Kansas				
Corporation Commission records only and does not convey any ownership	o interest in the above injection well(s) or pit permit.				
is acknowleged as the	is acknowleged as the				
new operator and may continue to inject fluids as authorized by					
Permit No.:	permitted by No.:				
Data					
Date:Authorized Signature	Date:				
DISTRICTEPR6-23-09	PRODUCTION 6/29/09 UIC 6-23-09				
Mail to: Past Operator New Operator	District District				
Mall tar Koo o					

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

Side Two

Must Be Filed For All Wells

* Lease Name	e: Covey "A"			* Location: S	W/SE/SE, SEC.3, T27S-	R15W PRATT CO
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)
"A"	15-151-00194 /	330' Circle	990'	Circle EDFWL	GAS	ABANDONED
		FSL/FNL		FEL/FWL		
		FSL/FNL		FEL/FWL		
		FSL/FNL		FEL/FWL		
		FSL/FNL	***************************************	FEL/FWL		
		FSL/FNL		FEL/FWL		
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	***	FSL/FNL		FEL/FWL		15-5-F Haddels - 14-5-F
·		FSL/FNL		FEL/FWL		
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		FSL/FNL	****	FEL/FWL		- Address of the second of the
		FSL/FNL	BARRON CONTRACTOR AND AND AND	_ FEL/FWL	Property and the second	
				_ FEL/FWL		
**************************************	- RECEIVED)FSL/FNL		_ FEL/FWL		
	KANSAS CORPURATION O	FSL/FNL		_ FEL/FWL	William I was a second of the	~
	MAR 2720	FSL/FNL		_ FEL/FWL		
	CONSERVATION D WICHITA K	S FSL/FNL		_ FEL/FWL		
		FSL/FNL		_ FEL/FWL		
		EQL/ENI		EEL/EMI		•

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.

THIS AGREEMENT, made and entered into this 30th day of June, 2008, between G-L-E Corp., hereinafter referred to as "Seller" and Griffin Management, LLC, hereinafter referred to as "Buyer".

WITNESSETH:

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WHEREAS, Seller is owner of an interest in the well and equipment known as the Covey "A" located in and on the East Half of the Southeast Quarter (E/2 SE/4) of Section 3, Township 27 South, Range 15 West, of the 6th P.M., Pratt County, Kansas, and

WHEREAS, the parties stipulate, covenant and agree that the validity of the above referenced oil and gas lease is doubtful due to non production and accordingly, this assignment of said oil and gas lease is made without warranty of title; and

WHEREAS, Seller desires to sell and Buyer desires to purchase Seller's interest in the well and equipment recited above.

THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller has bargained and sold by these presents, does hereby bargain, sell, assign, convey and transfer unto Buyer, all of Seller's right, title and interest in and to the Covey "A" and equipment, with exception of the pump jack, located therein and thereon which is located in the East Half of the Southeast Quarter (E/2 SE/4) of Section 3, Township 27 South, Range 15 West, of the 6th P.M., Pratt County, Kansas.

This agreement is made without warranty of title, either expressed or implied, except as to all persons claiming by, through or under Seller but not otherwise. Buyer agrees to indemnify, protect, save and hold harmless Seller from and against all claims, demands, losses, costs, risks or expenses incidental to or resulting from further operations on or under the above named well as covered in this Agreement, including

Register of Deeds Pratt County, Kansas Sherry L. Wenrich 347 Page: 230 Total Fees: **\$28.00**

Book: Receipt #: 11118

Pages Recorded: 4



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CONSERVATION DIVISION WICHITA, KS

Agreement and Assignment of Personal Property

Buyer's subsequent operation, abandonment and plugging of said well in accordance with the laws of the State of Kansas and Buyer's subsequent removal of any equipment or material therein, including restoring the surface of the property from and after the effective date hereof.

Seller does not warrant the quality, quantity or condition of any of the equipment or personal property or its suitability of any use whatsoever which may be located in or on the above described well.

Buyer shall pay any taxes that may become due and payable on the value of the salvageable equipment and material located in or on the above described well and Buyer agrees to handle any such payment directly with the proper authority of the State of Kansas. All ad valorem and property taxes for the year 2008 on the interest and property herein conveyed shall be paid or cause to be paid by Buyer. All prior years taxes shall be paid by Seller.

Buyer shall record this Agreement in the County Records of Pratt County, Kansas, and furnish the applicable recording data to Seller. By acceptance and delivery of this Agreement, as well as Buyer's execution of this instrument, Buyer agrees to be bound by all of the terms, covenants, and conditions of said Agreement.

Notwithstanding the date of execution of this Agreement, it shall be deemed effective as of

Assignee agrees to assume all plugging obligations under and pursuant to the orders of the Kansas Corporation Commission and comply with all laws, statute orders, rules and regulations

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CONSERVATION DIVISION WICHITA, KS

Book: 347 Page: 232

Agreement and Assignment of Personal Property

for the State of Kansas and any agency thereof, or any federal agency.

"SELLER"

"BUYER"

G-L-E Corp

Griffin Management, LLC

By:

Man E Jun Marion E. Sloan Treasurer

By:

harles N. Griffin

President

STATE OF MISSOURI

ss:

COUNTY OF JASPER

BE IT REMEMBERED, that on this 30 day of 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Marion E. Sloan, on behalf of G-L-E Corp., known to me to be the same person who executed the foregoing instrument on behalf of G-L-E Corp., and such person duly acknowledged the execution of the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above-written.

BETTY L. WOODS
Notary Public - Notary Seal
STATE OF MISSOURI
Jasper County

My Commission Expires July 9, 2008

My Commission Expires: July 9, 2008

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MAR 2 7 2019

CONSERVATION DIVISION WICHITA, KS

Agreement and Assignment of Personal Property

GB.	Kansas		
	COLORADO)	
	Pratt)	ss:
COUNTY O)	

BE IT REMEMBERED, that on this 2 day of July 2008, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Charles N. griffin, President on behalf of Griffin Management, LLC, known to me to be the same person who executed the foregoing instrument on behalf of Griffin Management, LLC and such person duly acknowledged the execution of the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above-written.

George H Beck Jr.
Notary Public State of Kansas
My Apt Expires 2/25/2012

Notary Public

My Commission Expires:

2/25/2012

RECEVED

KANSAS CORPORATION COMMISSION

MAR 2 7 2009

CONSERVATION DIVISION WICHITA, KS