

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 9392
- ☐ 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.: E-23646
- Entire Project: ☐ Yes ☐ No
- Number of Injection Wells 12 13

Field Name: Farlington

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

Effective Date of Transfer: 7-19-2002

KS Dept of Revenue Lease No.: 121613

Lease Name: Pearson

NE 1/4 Sec. 4 Twp. 28 S R. 23 E ☒ E ☐ W

Legal Description of Lease: NE 1/4 Sec. 4-28-23 E

County: Crawford

Production Zone(s): Peru

Injection Zone(s): Peru

Surface Pit Permit No.: NA P02651

(API No. if Drill Pit, WO or Haul)

Added per J. Seymour 8/27/09

Type of Pit: ☒ Emergency ☐ Burn ☐ Settling

4190 feet from ☐ N / ☒ S Line of Section

2490 feet from ☒ E / ☐ W Line of Section

☐ Haul-Off ☐ Workover ☐ Drilling

Past Operator's License No. New Lease

Past Operator's Name & Address: Landowner

See Attached Lease Agreement

Title: _____

Contact Person: _____

Phone: _____

Date: _____

Signature: _____

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New Operator's License No. 31767

New Operator's Name & Address: Seymour Oil Co., Inc
3830 Northside Drive, Macon, GA 31210

Title: President

Contact Person: Joe Seymour, President

Phone: 478-955-5786

Oil / Gas Purchaser: _____

Date: 4-30-09

Signature: Joe Seymour

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # P02651 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.

Seymour Oil Co., Inc. is acknowledged as the new operator and may continue to inject fluids as authorized by

Permit No.: E-23646 Recommended action: U3C

Violations on All Wells 2009-2002

Date: 8-25-09 Barbara Montgomery

Authorized Signature

Seymour Oil Co., Inc. is acknowledged as the new operator of the above named lease containing the surface pit

permitted by No.: P02651

Date: 8/27/09 Sam R. Hahner

Authorized Signature CC: Kathy

DISTRICT _____ EPR 8-25-09 PRODUCTION 8/25/09 UIC 8-25-09
Mail to: Past Operator 8-25-09 New Operator 8-25-09 District 8-25-09 38-27-09

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

KANSAS CORPORATION COMMISSION

Side Two

Must Be Filed For All Wells

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KDOR Lease No.: 2948

* Lease Name: Pearson

* Location: NEQ Sec 4/T28S/R23E

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)	
W71/ ⁷⁷ 50	N/A 15-037-21038 ⁴⁵ ✓	3484 ^{Circle} FSL/FNL	436 ^{Circle} FEL/FWL	OIL	PROD
W72/ ⁹⁹ 69	N/A 15-037-21042 ⁵¹ ✓	3648 ^{Circle} FSL/FNL	422 ^{Circle} FEL/FWL	OIL	PROD
W73-24	15-037-21010✓	3739 ^{Circle} FSL/FNL	504 ^{Circle} FEL/FWL	INJ	PROD
W74/ ²¹ 21	N/A 15-037-21006 ²¹⁰⁰⁶ ✓	3903 ^{Circle} FSL/FNL	648 ^{Circle} FEL/FWL	OIL	PROD
W75-51	15-037-21085✓	4078 ^{Circle} FSL/FNL	798 ^{Circle} FEL/FWL	INJ	PROD
W76- ¹¹ 14	15-037-21077 ²⁰⁹⁹⁶ ✓	4164 ^{Circle} FSL/FNL	884 ^{Circle} FEL/FWL	OIL	PROD
W77-112	15-037-21078✓	4255 ^{Circle} FSL/FNL	953 ^{Circle} FEL/FWL	OIL	PROD
W78- ¹⁸⁹ 95	15-037-21020 ²¹¹¹² ✓	4491 ^{Circle} FSL/FNL	884 ^{Circle} FEL/FWL	OIL	PROD
W79-19 ²³ 1	15-037-21114✓	4067 ^{Circle} FSL/FNL	652 ^{Circle} FEL/FWL	OIL	PROD
W80-187 ²³	15-037-21110 ²¹⁰⁰⁸ ✓	4055 ^{Circle} FSL/FNL	480 ^{Circle} FEL/FWL	OIL	PROD
W81-185 ¹⁸⁷	15-037-21108✓	4049 ^{Circle} FSL/FNL	330 ^{Circle} FEL/FWL	OIL	PROD
W82-66 ¹⁸⁷	15-037-21090 ²¹¹¹⁰ ✓	3896 ^{Circle} FSL/FNL	493 ^{Circle} FEL/FWL	OIL	PROD
W83-183	15-037-21106✓	4042 ^{Circle} FSL/FNL	166 ^{Circle} FEL/FWL	OIL	PROD
W84-186	15-037-21109✓	4219 ^{Circle} FSL/FNL	464 ^{Circle} FEL/FWL	OIL	PROD
W85-30 ¹⁸	15-037-21015 ²¹⁰⁰³ ✓	4357 ^{Circle} FSL/FNL	142 ^{Circle} FEL/FWL	OIL	PROD
W86-186 ²⁸	15-037-21072 ²¹⁰¹⁹ ✓	4206 ^{Circle} FSL/FNL	146 ^{Circle} FEL/FWL	OIL	PROD
W87- ²⁰ 34	15-037-21017 ²¹⁰⁹⁵ ✓	4564 ^{Circle} FSL/FNL	701 ^{Circle} FEL/FWL	OIL	PROD
W88/ ¹¹¹ 111	N/A 15-037-21077✓	4564 ^{Circle} FSL/FNL	1527 ^{Circle} FEL/FWL	OIL	PROD
W89-03	15-037-20981✓	4188 ^{Circle} FSL/FNL	1450 ^{Circle} FEL/FWL	OIL	PROD
W90- ³⁶ 62	15-037-20980 ²¹⁰²¹ ✓	4103 ^{Circle} FSL/FNL	1613 ^{Circle} FEL/FWL	OIL	PROD
W91/ ³⁰ 30	N/A 15-037-21015✓	4570 ^{Circle} FSL/FNL	2530 ^{Circle} FEL/FWL	OIL	PROD
W92/ ³¹ 31	N/A 15-037-21016✓	4564 ^{Circle} FSL/FNL	2351 ^{Circle} FEL/FWL	OIL	PROD
W93/ ⁴⁴ 44	N/A 15-037-20989✓	4577 ^{Circle} FSL/FNL	2192 ^{Circle} FEL/FWL	OIL	PROD

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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.

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KANSAS CORPORATION COMMISSION

Side Two

Must Be Filed For All Wells

MAY 04 2009

RECEIVED

KDOR Lease No.: 2948

Lease Name: Pearson

Location: NEQ Sec 4/T28S/R23E

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/TAD/Abandoned)
W47/43	N/A 15-037-21020 ³⁰	3666 ^{Circle} FSL/FNL 900 ^{Circle} FEL/FWL	OIL	PROD
W48-52	15-037-21086✓	3575 ^{Circle} FSL/FNL 822 ^{Circle} FEL/FWL	OIL	PROD
W49/63	N/A 15-037-21040✓	3491 ^{Circle} FSL/FNL 581 ^{Circle} FEL/FWL	OIL	PROD
W50/60	N/A 15-037-21089✓	3568 ^{Circle} FSL/FNL 663 ^{Circle} FEL/FWL	OIL	PROD
W51/55	N/A 15-037-21102✓	3660 ^{Circle} FSL/FNL 736 ^{Circle} FEL/FWL	OIL	PROD
W52-47/4	15-037-21034 ²⁰⁹⁹⁹	3818 ^{Circle} FSL/FNL 900 ^{Circle} FEL/FWL	OIL	PROD
W53/10	N/A 15-037-20995✓	3909 ^{Circle} FSL/FNL 981 ^{Circle} FEL/FWL	OIL	PROD
W54/12	N/A 15-037-20997✓	4006 ^{Circle} FSL/FNL 1050 ^{Circle} FEL/FWL	OIL	PROD
W55-61	15-037-21080✓	4091 ^{Circle} FSL/FNL 1120 ^{Circle} FEL/FWL	INJ	PROD
W56/7	N/A 15-037-20985✓	4188 ^{Circle} FSL/FNL 1198 ^{Circle} FEL/FWL	OIL	PROD
W57-192	15-037-21115✓	4280 ^{Circle} FSL/FNL 1262 ^{Circle} FEL/FWL	OIL	PROD
W58-190	15-037-21113✓	4339 ^{Circle} FSL/FNL 1474 ^{Circle} FEL/FWL	OIL	PROD
W60/38	N/A 15-037-21023✓	4552 ^{Circle} FSL/FNL 1372 ^{Circle} FEL/FWL	OIL	PROD
W61-37	15-037-21022✓	4473 ^{Circle} FSL/FNL 1218 ^{Circle} FEL/FWL	OIL	PROD
W62/13	N/A 15-037-20998✓	4267 ^{Circle} FSL/FNL 1112 ^{Circle} FEL/FWL	OIL	PROD
W63/4	N/A 15-037-20982✓	4164 ^{Circle} FSL/FNL 1034 ^{Circle} FEL/FWL	OIL	PROD
W64/16	N/A 15-037-21001✓	4085 ^{Circle} FSL/FNL 957 ^{Circle} FEL/FWL	OIL	PROD
W65/17	N/A 15-037-21002✓	4006 ^{Circle} FSL/FNL 900 ^{Circle} FEL/FWL	OIL	PROD
W66-55	15-037-21102 ²¹⁰⁰⁰	3914 ^{Circle} FSL/FNL 802 ^{Circle} FEL/FWL	OIL	PROD
W67-59	15-037-21088✓	3818 ^{Circle} FSL/FNL 740 ^{Circle} FEL/FWL	OIL	PROD
W68/188	N/A 15-037-21111✓	3727 ^{Circle} FSL/FNL 672 ^{Circle} FEL/FWL	OIL	PROD
W69/19	N/A 15-037-21004✓	3655 ^{Circle} FSL/FNL 575 ^{Circle} FEL/FWL	OIL	PROD
W70-63	15-037-21040 ²¹⁰⁹⁰	3563 ^{Circle} FSL/FNL 500 ^{Circle} FEL/FWL	OIL	PROD

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Side Two

KANSAS CORPORATION COMMISSION

Must Be Filed For All Wells

KDOR Lease No.: 2948

MAY 04 2009

Lease Name: Pearson

Location: NEQ Sec 4/T28S/R23E

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Well No.	API No. (YR DRD/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)
W01-109	15-037-21075 ✓	4498 ^{Circle} FSL/FNL 2126 ^{Circle} FEL/FWL	INJ	PROD
W02-73	15-037-21082 ✓	4485 FSL/FNL 1861 FEL/FWL	INJ	PROD
W03-18	15-037-21003 ✓	4388 FSL/FNL 464 FEL/FWL	INJ	PROD
W04-26	15-037-21012-00-01 ✓	4260 FSL/FNL 296 FEL/FWL	INJ	PROD
W05-110	15-037-21076 ✓	4480 FSL/FNL 1463 FEL/FWL	INJ	PROD
W06-62	15-037-21095 ✓	3404 FSL/FNL 672 FEL/FWL	OIL	PROD
W07-80	15-037-21100 ✓	3223 FSL/FNL 175 FEL/FWL	OIL	PROD
W08/02	N/A/15-037-21052 ✓	3393 FSL/FNL 190 FEL/FWL	OIL	PROD
W09/78	N/A/15-037-21092 ✓	3545 FSL/FNL 179 FEL/FWL	OIL	PROD
W10/29	N/A/15-037-21009 ✓	3714 FSL/FNL 179 FEL/FWL	OIL	PROD
W11-184	15-037-21107 ✓	3866 FSL/FNL 179 FEL/FWL	OIL	PROD
W12-25	15-037-21011 ✓	3873 FSL/FNL 334 FEL/FWL	INJ	PROD
W13/93	N/A/15-037-21116 ✓	3714 FSL/FNL 338 FEL/FWL	OIL	PROD
W14/75	N/A/15-037-21044 ✓	3630 FSL/FNL 277 FEL/FWL	OIL	PROD
W15/69	N/A/15-037-21042 ✓	3550 FSL/FNL 338 FEL/FWL	OIL	PROD
W16/76	N/A/15-037-21099 ✓	3466 FSL/FNL 261 FEL/FWL	OIL	PROD
W17/71	N/A/15-037-21043 ✓	3393 FSL/FNL 349 FEL/FWL	OIL	PROD
W18/27	N/A/15-037-21013 ✓	3302 FSL/FNL 281 FEL/FWL	OIL	PROD
W19-64	15-037-21084 ✓	3393 FSL/FNL 517 FEL/FWL	OIL	PROD
W20/95	N/A/15-037-21050 ✓	3320 FSL/FNL 595 FEL/FWL	OIL	PROD
W21/92	N/A/15-037-21049 ✓	3253 FSL/FNL 692 FEL/FWL	OIL	PROD
W22-79	15-037-21083 ✓	3338 FSL/FNL 754 FEL/FWL	OIL	PROD
W23-54	15-037-21094 ✓	3253 FSL/FNL 851 FEL/FWL	OIL	PROD

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Side Two

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KDOR Lease No.: 2948

Lease Name: Pearson

Location: NEQ Sec 4/T28S/R23E

Well No.	API No. (YR ORLD/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)
W24/44	NIA 15-037-21036 ✓	3345 ^{Circle} FSL/FNL 919 ^{Circle} FEL/FWL	OIL	PROD
W25/53	NIA 15-037-21079 ✓	3350 ^{Circle} FSL/FNL 1083 ^{Circle} FEL/FWL	OIL	PROD
W26-40	15-037-21027 ✓	3496 ^{Circle} FSL/FNL 1107 ^{Circle} FEL/FWL	OIL	PROD
W27/42	NIA 15-037-21029 ✓	3648 ^{Circle} FSL/FNL 1344 ^{Circle} FEL/FWL	OIL	PROD
W28/47	15-037-20979 ✓	3781 ^{Circle} FSL/FNL 1487 ^{Circle} FEL/FWL	OIL	PROD
W29-67	15-037-21081 ✓	3484 ^{Circle} FSL/FNL 1474 ^{Circle} FEL/FWL	OIL	PROD
W30/48	NIA 15-037-21096 ✓	3193 ^{Circle} FSL/FNL 1445 ^{Circle} FEL/FWL	OIL	PROD
W31-108	15-037-21074 ✓	4473 ^{Circle} FSL/FNL 2285 ^{Circle} FEL/FWL	INJ	PROD
W32-05	15-037-20983 ✓	3442 ^{Circle} FSL/FNL 990 ^{Circle} FEL/FWL	INJ	PROD
W33-45	15-037-21032 ✓	3739 ^{Circle} FSL/FNL 807 ^{Circle} FEL/FWL	INJ	PROD
W34-65	15-037-21041 ✓	3059 ^{Circle} FSL/FNL 484 ^{Circle} FEL/FWL	OIL	PROD
W35/48	NIA 15-037-21035 ✓	3502 ^{Circle} FSL/FNL 754 ^{Circle} FEL/FWL	OIL	PROD
W36/88	15-037-21084 ✓	3424 ^{Circle} FSL/FNL 842 ^{Circle} FEL/FWL	OIL	PROD
W37-44	15-037-21031 ✓	3509 ^{Circle} FSL/FNL 908 ^{Circle} FEL/FWL	OIL	PROD
W38/56	NIA 15-037-21038 ✓	3593 ^{Circle} FSL/FNL 990 ^{Circle} FEL/FWL	OIL	PROD
W39/41	NIA 15-037-21028 ✓	3684 ^{Circle} FSL/FNL 1054 ^{Circle} FEL/FWL	OIL	PROD
W40/01	NIA 15-037-20979 ✓	3799 ^{Circle} FSL/FNL 1242 ^{Circle} FEL/FWL	OIL	PROD
W41/39	NIA 15-037-21024 ✓	3952 ^{Circle} FSL/FNL 1291 ^{Circle} FEL/FWL	OIL	PROD
W42/2	NIA 15-037-20980 ✓	4098 ^{Circle} FSL/FNL 1286 ^{Circle} FEL/FWL	OIL	PROD
W43/8	NIA 15-037-20986 ✓	4018 ^{Circle} FSL/FNL 1222 ^{Circle} FEL/FWL	OIL	PROD
W44/81	NIA 15-037-21046 ✓	3934 ^{Circle} FSL/FNL 1136 ^{Circle} FEL/FWL	OIL	PROD
W45/6	NIA 15-037-20984 ✓	3855 ^{Circle} FSL/FNL 1059 ^{Circle} FEL/FWL	OIL	PROD
W46/9	NIA 15-037-20987 ✓	3750 ^{Circle} FSL/FNL 981 ^{Circle} FEL/FWL	OIL	PROD

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Side Two

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KDOR Lease No.: 2948

Lease Name: Pearson

Location: NEQ Sec 4/T28S/R23E

Well No.	API No. (YR DRLO/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)	
W94/106	NIA/5-037-21072✓	4492 ^{Circle} FSL/FNL	2433 ^{Circle} FEL/FWL	OIL	PROD
W95/32	NIA/5-037-21017✓	4280 ^{Circle} FSL/FNL	2587 ^{Circle} FEL/FWL	OIL	PROD
W96/107	NIA/5-037-21073✓	4400 ^{Circle} FSL/FNL	2322 ^{Circle} FEL/FWL	OIL	PROD
W97-22	15-037-21007✓	4400 ^{Circle} FSL/FNL	2073 ^{Circle} FEL/FWL	OIL	PROD
W98/33	NIA/5-037-21018✓	4564 ^{Circle} FSL/FNL	2037 ^{Circle} FEL/FWL	OIL	PROD
W99/34	NIA/5-037-21019✓	4552 ^{Circle} FSL/FNL	1869 ^{Circle} FEL/FWL	OIL	PROD
W100/35	NIA/5-037-21020✓	4577 ^{Circle} FSL/FNL	1735 ^{Circle} FEL/FWL	OIL	PROD
W101/101	NIA/5-037-21070✓	4443 ^{Circle} FSL/FNL	1748 ^{Circle} FEL/FWL	OIL	PROD
W102/103	NIA/5-037-21053✓	4346 ^{Circle} FSL/FNL	1854 ^{Circle} FEL/FWL	OIL	PROD
W103/10	NIA/5-037-20988✓	4193 ^{Circle} FSL/FNL	1922 ^{Circle} FEL/FWL	OIL	PROD
W104-11A	15-037-20986✓	4309 ^{Circle} FSL/FNL	1642 ^{Circle} FEL/FWL	OIL	PROD
W105/82	NIA/5-037-21056✓	3053 ^{Circle} FSL/FNL	1145 ^{Circle} FEL/FWL	OIL	PROD
W106/86	NIA/5-037-21059✓	2895 ^{Circle} FSL/FNL	972 ^{Circle} FEL/FWL	OIL	PROD
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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.

Rogers Law Office
P.O. Box 397
Fredonia, Ks. 66736

STATE OF KANSAS, COUNTY OF CRAWFORD, SS:

This instrument was filed for record on the 22nd day of August, A.D., 2002, at 1:10 o'clock P.m., and duly recorded in Book 378 of Maps, at page 50.

Fee \$ 12.00
Tech Fee 8.00

Jeanette M. Pate
Register of Deeds/Deputy

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 19 day of July, 2002, by and between: HOWIE WORRELL, aka JAMES A. WORRELL, III, and JENNIFER WORRELL, his wife, party of the first part, herein called lessor (whether one or more) and SEYMOUR OIL CO., INC., party of the second part, hereinafter called lessee.

WITNESSETH: That the said lessor, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the 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 purpose of investigating, exploring by geophysical and other means, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products: injecting gas, waters, other fluids, and air into subsurface strata; laying pipe lines, storing oil, building tanks, power stations, roadways, and other structures and things thereon to produce, save, take care of, treat, process, store, transport and market said oil, liquid hydrocarbons, gases, and their respective constituent products, the following described land together with any reversionary rights and after, acquired interests therein, situated in the County of Crawford, State of Kansas, described as follows, to-wit:

Government Lots Number One (1) and Two (2) of the Northeast Quarter (NE/4) (said Lots Number One (1) and Two (2) being the same land as the Fractional North Half (N/2) of the Northeast Quarter (NE/4), AND the South Half (S/2) of the Northeast Quarter (NE/4), AND the North Half (N/2) of the Southeast Quarter (SE/4); all in Section Four (4), Township Twenty-eight (28) South, Range Twenty-three (23) East of the Sixth Principal Meridian, Crawford County, Kansas, according to the United States Government Survey thereof.

containing 240 acres more or less.

It is agreed that this lease shall remain in full force for a term of ONE (1) year(s) from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, or the premises are being developed or operated.

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 he may connect his wells, the equal Three-sixteenths (3/16) part of all oil produced and saved from the leased premises.

2nd. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty Three-sixteenths (3/16) of the market value of such gas at the mouth of the well. The lessee shall pay lessor as royalty Three-sixteenths (3/16) of the proceeds from the sale of gas as such at the mouth of the well where gas only is found and where such gas is not sold or used, lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used as royalty, an amount equal to the minimum royalty as hereinafter provided, and while said royalty is so paid or tendered this lease shall be held as a producing lease under the above term paragraph hereof: the lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessor's sole risk and expense.

If said lessor owns a less interest in the above described and than the entire and undivided free 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. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

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

When required by lessor, lessee shall buy his pipelines 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.

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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 transferred, and the privilege of transferring in whole or in part is expressly allowed, or if the rights hereunder of either party hereto are vested by descent or devise, the covenants hereof shall extend to and be binding on the heirs, devisees, executors, administrators, successors, or assigns, but no change in the ownership of said land or of any right hereunder shall be binding on the lessee until after lessee has been furnished with the original or a certified copy thereof of any transfer by lessor or with a certified copy of the will of lessor together with a transcript of the probate thereof, or, in the event lessor dies intestate and his estate is being administered, with a transcript of the administration proceedings, or, in the event of the death of lessor and no administration being had on the estate, with an instrument satisfactory to lessee executed by lessor's heirs authorizing payment or deposit or tender for deposit to their credit as hereinbefore provided, at least thirty days before said rentals and royalties are payable or due, 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. 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. If the leased premises are now or hereafter owned in severalty or in separate tracts, the premises, nevertheless, may be developed and operated as an entirety, and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased area. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may hereafter be divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks for the oil produced from such separate tracts.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that, in the event of default of payment by lessor, the lessee shall have the right at any time to redeem on behalf of the lessor by payment of, any mortgages, taxes or other liens on the above described lands. In this event, the lessee shall be subrogated to the rights of the holder thereof and may reimburse itself from any rental or royalties accruing hereunder, which are otherwise due to the lessor.

IN WITNESS WHEREOF we have set out hands the day and year first above written.

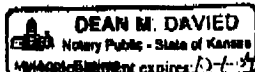
James A. Worrell III
HOWIE WORRELL, a/k/a JAMES A. WORRELL, III

Jennifer Worrell
JENNIFER WORRELL

STATE OF Kansas, COUNTY OF Crawford, SS:

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, on this 17 day of July, 2002, personally appeared HOWIE WORRELL, a/k/a JAMES A. WORRELL, III, and JENNIFER WORRELL, his wife, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their 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.



Dean M. Davied
Notary Public