

NOV 16 2009

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

Check Applicable Boxes:

☒ Oil Lease: No. of Oil Wells 7 **

☐ Gas Lease: No. of Gas Wells _____ **

☐ Gas Gathering System: _____

☒ Saltwater Disposal Well - Permit No.: D21558

Spot Location: 4728 feet from ☐ N / ☒ S Line

5194 feet from ☒ E / ☐ W Line

☐ Enhanced Recovery Project Permit No.: _____

Entire Project: ☐ Yes ☐ No

Number of Injection Wells _____ **

Field Name: Gorham

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

Effective Date of Transfer: 9/1/2009

KS Dept of Revenue Lease No.: 115394

Lease Name: Boxberger A

W/2 - NW/4 Sec. 32 Twp. 13S R. 14 ☐ E ☒ W

Legal Description of Lease: W/2 of the NW/4 of Section 32, T13S R14W

County: Russell

Production Zone(s): Arbuckle

Injection Zone(s): _____

Surface Pit Permit No.: P10684, P10685

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

1-25-10

Type of Pit: ☒ Emergency ☐ Burn ☐ Settling ☐ Haul-Off ☐ Workover ☐ Drilling

4705
4494 feet from ☐ N / ☒ S Line of Section

5178
5288 feet from ☒ E / ☐ W Line of Section

Past Operator's License No. Not Available - Expired

Past Operator's Name & Address: See attached, new mineral lease

Title: _____

Contact Person: _____

Phone: _____

Date: New Lease

Signature: See Attachment

New Operator's License No. 33830 /

New Operator's Name & Address: Hewitt Energy Group, Inc.

15 W. South Temple, Ste 1050

Salt Lake City, UT 84101

Title: Geologist

Contact Person: Jeremiah J. Burton

Phone: 801-519-8500

Oil / Gas Purchaser: _____

Date: 9/1/2009

Signature: _____

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # P10684, P10685 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.

Hewitt Energy Group, Inc is acknowledged as the new operator and may continue to inject fluids as authorized by Permit No. D-21,558. Recommended action: U3C

Violation-2005-2009 (J.A.M.)

Date: 1-21-10 Barbara Montgomery
Authorized Signature

Hewitt Energy Group Inc is acknowledged as the new operator of the above named lease containing the surface pit permitted by No.: P10684 + P10685

Date: 1/25/10 Samuel K. Johnson
Authorized Signature

DISTRICT _____ EPR 1-21-10 PRODUCTION 1/22/10 UIC 1-21-10

Mail to: Past Operator 1-21-10 New Operator 1-21-10 District 1-21-10 4 1-25-10

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

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LEGAL SECTION

* Lease Name: Boxberger A

* Location: W/2 of the NW/4 of Section 32, T13S R14W

[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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OIL AND GAS LEASE LEGAL SECTION

AGREEMENT, Made and entered into this 13th day of August, 2009, by and between Larry Furthmyer, 17860 4 Corners Ln Gorham Kansas 67640, Party of the First Part, hereinafter called Lessor (whether on or more) and Hewitt Petroleum, Inc., party of the Second Part, hereinafter called Lessee.

WITNESSETH, that the Lessor, for and in consideration of Ten Dollars (\$10.00), cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of Lessee to be paid, kept and performed, has granted, demised lease and let and by these presents does grant demise, lease and let unto said Lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Russell, State of Kansas, described as follows, to-wit:

The West Half of the Northwest Quarter (NW/4) of Section Thirty-two (32), Township Thirteen (13) South, Range Fourteen (14) West of the 6th P.M. Russell County, Kansas, containing Eighty (80) acres, more or less

It is agreed that this lease shall remain in full force for a term of one (1) year from this date, and as long thereafter as oil or gas, or wither of them is produced from said land by the Lessee.

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 Lessee may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd, To pay Lessor for gas from each well where gas only is found the equal one-eighth (1/8) of the gross proceeds at the prevailing market rate, (but, as to gas sold by Lessee, in no event more than one-eighth (1/8) of the proceeds received by Lessee from such sales), for all gas used off the premise, say payments to be made quarterly.

3rd, To pay Lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline, one-eighth (1/8) of the proceeds at the prevailing market rate, (but, as to gas sold by Lessee, in no event more than one-eighth (1/8) of the proceeds received by Lessee from such sales), for the gas used, for the time during which such gas shall be used, said payments to be made quarterly.

DELAY RENTAL: NONE

Should the first well drilled on the above described land be a dry hole, then and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the Lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there has been no interruption in the rental payments.

If said Lessor own a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the Lessor only in the proportion which their interest bears to the whole and undivided fee, and the signing of this agreement shall be binding on each of the above names parties who sign, regardless of whether it is signed by any other parties.

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

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 first mentioned.

If within the primary term of this lease, production on the lease premises shall cease from any cause, this lease shall not terminate, provided lessee resumes operations for re-working or drilling a well within one-hundred and eighty (180) days after the expiration of the primary term of the lease and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues. If, after the expiration of the primary term of this lease, production on the lease premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for re-working or drilling a well within one-hundred and eighty (180) days from such cessation and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

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, 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 insofar 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.

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, any 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.

The washing down, re-opening, re-working, or re-activating and producing oil from any plugged or abandoned well located upon the above described land shall be considered the same as drilling a new well under the terms and provisions of this lease and shall extend the term of this lease, as fully as a new well had been drilled.

IN WITNESS WHEREOF,

I have hereunto set my hand, this 30 day of August, 2009.

State of Kansas, Russell County, ss

This instrument filed for record

September 14, 2009

12:00 P. M. Recorded in

Book 212 Page 480-481

See Ann Matheson
Register of Deeds
\$12.00



Larry Furthmyer

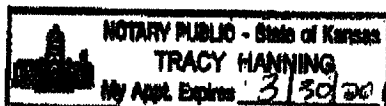
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STATE OF

COUNTY OF

KANSAS
Russell



Tracy Hanning

Before me, the undersigned, a Notary Public, within and for said county and state, on this 30th day of August, personally appeared Larry Furthmyer to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.