

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1

March 2010

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

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,
MUST be submitted with this form.

Check Applicable Boxes:

- ☒ Oil Lease: No. of Oil Wells 6 *4 oil- 2 oil already under new*
☐ Gas Lease: No. of Gas Wells *** per intent + ACO-1*
☐ 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-24,827
Entire Project: ☒ Yes ☐ No
Number of Injection Wells 1 ****

Field Name: Peru-Sedan

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

Effective Date of Transfer: January 1, 1997

KS Dept of Revenue Lease No.: 120694 *✓*

Lease Name: Venamon

SW NE SE SW Sec. 5 Twp. 35 R. 12 ☒ E ☐ W

Legal Description of Lease: SW4, S2SE4, S2NW4SE4, S2NE4SE4,
Lots 1, 3, 4, 5, 6, W2 of Lot 7

County: Chautauqua

Production Zone(s): Wayside

Injection Zone(s): Wayside

Surface Pit Permit No.: none
(API No. if Drill Pit, WO or Haul)

na feet from ☐ N / ☐ S Line of Section
na feet from ☐ E / ☐ W Line of Section

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

Past Operator's License No. 3686 *Exp. 2/28/06*

Contact Person: Earl Padgett (deceased)

Past Operator's Name & Address: Padgett Oil, Inc
933 Road 23 Sedan, Kansas 67361

Phone: na

Date: January 1, 1997

Title: President

Signature: *Assignment Attached*

New Operator's License No. 5451 *✓*

Contact Person: Dale Fadely

New Operator's Name & Address: Dale Leon Fadely
909 Hwy 99 Sedan, Kansas 67361

Phone: 620-725-3926

Oil / Gas Purchaser: Coffeyville Resources, Inc.

Date: May 11, 2011

Title: Owner

Signature: *Dale L. Fadely*

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # none 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.

Fadely, Dale Leon is acknowledged as
the new operator and may continue to inject fluids as authorized by
Permit No.: E-24,827 Recommended action:
Violation WSC due for 2005-2010
Date: 7-8-11 *Cheryl J. Boyer*
Authorized Signature

 is acknowledged as
the new operator of the above named lease containing the surface pit
permitted by No.:

Date:

Authorized Signature

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MAY 18 2011

DISTRICT EPR 7-7-11 PRODUCTION 7-13-11 UIC 7-8-11
Mail to: Past Operator 7-8-11 New Operator 7-8-11 District (3) KCC WICHITA

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

010137 Venamon INT.pdf

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

**CERTIFICATION OF COMPLIANCE WITH THE
KANSAS SURFACE OWNER NOTIFICATION ACT**

Form KSONA-1
July 2010
Form Must Be Typed
Form must be Signed
All blanks must be Filled

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: ☐ C-1 (Intent) ☐ CB-1 (Cathodic Protection Borehole Intent) ☒ T-1 (Transfer) ☐ CP-1 (Plugging Application)

OPERATOR: License # 5451
Name: Dale Leon Fadely
Address 1: 909 Hwy 99
Address 2: _____
City: Sedan State: Ks. Zip: 67361 + _____
Contact Person: Dale Fadely
Phone: (620) 725-3926 Fax: (na) _____
Email Address: _____

Well Location:
SW NE SE SW Sec. 5 Twp. 35 S. R. 11 ☒ East ☐ West
County: Chautauqua
Lease Name: Venamon Well #: 4
If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:
SW4, S2SE4, S2NE4SE4, Lots 1,3,4,5,6,W2 of 7

Surface Owner Information:

Name: Paul and June Venamon Revocable Trust
Address 1: P. O. Box 1093
Address 2: _____
City: Pryor State: Ok Zip: 74362 + _____

When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

Select one of the following:

- ☒ I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- ☐ I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: May 11, 2011 Signature of Operator or Agent: Dale Fadely Title: Owner

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MAY 18 2011
KCC WICHITA



Reorder No.
09-162

KANSAS BLUE PRINT CO. INC.
115 So. 10th St. Topeka, Kansas 66603-1020

Mid-Continent Association Form B

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

PADGETT OIL, INC.

hereinafter called Assignor (whether one or more), for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto DALE L. FADELY

(hereinafter called Assignee), ALL ITS INTEREST (being 87.5% net interest) in and to the oil and gas lease
dated 10/30/97 at 10:30 o'clock A.M. in and to the oil and gas lease
recorded in book 84 of Assign
on page 68
in the State of Kansas
County, State of

DESCRIBED IN "EXHIBIT A" ATTACHED HERETO

THE EFFECTIVE DATE OF THIS ASSIGNMENT IS JANUARY
1, 1997.

together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed;

EXECUTED, This 7th day of January, 1997

PADGETT OIL, INC.

BY Earl Padgett
EARL PADGETT, PRESIDENT

STATE OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
COUNTY OF _____
Before me, the undersigned, a Notary Public, within and for said County and State, on this _____
day of _____, 19____, personally appeared _____
and _____

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ 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.
My commission expires _____ Notary Public

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MAY 18 2011
KCC WICHITA

STATE OF KANSAS } ss. ACKNOWLEDGMENT FOR CORPORATION
COUNTY OF CHAUTAUQUA
Be it remembered that on this 7th day of JANUARY, 1997, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came Earl Padgett
_____, president of Padgett Oil, Inc.
a corporation of the State of Kansas, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.
My commission expires _____
GARY HOUSE
State of Kansas
My Appt. Exp. 2-9-98
Notary Public

84 68 1 2
(This Space Reserved for Filing Stamp)

STATE OF KANSAS } ss. 800 ✓
Chautauqua County
This instrument was filed for record
this 7 day of January
1997 at 10:30 o'clock A.M.
recorded in book 84 of Assign
on page 68
Notary Public
REGISTER OF DEEDS

"EXHIBIT A"

1. An oil and gas lease dated July 22, 1980, from Paul M. Venamon and June C. Venamon, husband and wife, to James Russell Osburn and Wilda Osburn, recorded at Book 47 of Leases, Page 144, and covering Lot 1 of Section 5, Township 35 South, Range 12 East, of the 6th P.M., containing 51 acres, more or less;
2. An oil and gas lease dated October 31, 1981, from Paul M. Venamon and June C. Venamon, husband and wife, to James Russell Osburn and Wilda Osburn, husband and wife, recorded at Book 51 of Leases, Page 573, and covering the Southwest Quarter of the Southeast Quarter and all that part of the East Half of the Southeast Quarter lying South and West of the County Road, less and except the Northwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 5, Township 35 South, Range 12 East, of the 6th P.M., containing 120 acres, more or less;
3. An oil and gas lease dated January 12, 1981, from Paul M. Venamon and June C. Venamon, husband and wife, to James Russell Osburn and Wilda Osburn, recorded in Book 49 of Leases, Page 474 in the office of the Register of Deeds of Chautauqua County, Kansas, and covering Lot 3 of Section 5, Township 35 South, Range 12 East, Chautauqua County, Kansas, containing 40 acres, more or less;
4. An oil and gas lease dated March 22, 1979, from Paul M. Venamon and June C. Venamon, to James Russell Osburn and Wilda Osburn, recorded at Book 43 of Leases, Page 593, in the office of the Register of Deeds of Chautauqua County, Kansas, covering Lots 4, 5, and 6 of Section 5, Township 35 South, Range 12 East, containing 109 acres, more or less;
5. An oil and gas lease dated April 9, 1981, from Paul M. Venamon and June C. Venamon, to James Russell Osburn and Wilda Osburn, recorded at Book 51 of Leases, Page 246, in the office of the Register of Deeds of Chautauqua County, Kansas, and covering the West Half of Lot 7 of Section 5, Township 35 South, Range 12 East, of the 6th P.M., containing 14½ acres, more or less.
6. An oil and gas lease dated December 22, 1977, from Paul M. Venamon and June C. Venamon, husband and wife, to James Russell Osburn and Wilda Osburn, husband and wife, recorded at Book 43 of Leases, Page 6, in the office of the Register of Deeds of Chautauqua County, Kansas, covering the Southwest Quarter (SW¼) of Section 5, Township 35 South, Range 12 East, of the 6th P.M.

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KCC WICHITA

84 69 2 2

OIL AND GAS LEASE



AGREEMENT, Made and entered into this effective 1st day of December 2003
by and between Paul M. Venamon and June Venamon, Co-Trustees of the
Paul and June Venamon Revocable Trust dated August 31, 1992

Party of the first part, hereinafter called Lessor (whether one or more) and
Dale L. Fadely, Trustee, Dale L. Fadely Trust of 10/28/98 Party of the second part, hereinafter called Lessee.

WITNESSETH, That the said Lessor, for and in consideration of DOLLARS, 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 Chautauqua State of Kansas described as follows, to-wit: The South Half of the Northwest Quarter of the Southeast Quarter (S/2 NW/4 SE/4).

of Section 5 Township 35 Range 12 and containing 20 acres more or less.

It is agreed that this lease shall remain in full force for a term of years 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. Lessee has drilled a producing well.

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. 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 1/8 of the market value of such gas at the mouth of the well; if said gas is sold by the Lessee, then as royalty 1/8 of the proceeds of the sale thereof at the mouth of the well. The Lessee shall pay Lessor as royalty 1/8 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, an amount equal to the delay rental provided in the next succeeding paragraph hereof, 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 operations for the drilling of a well be not commenced on said land on or before 10/28/98, this lease shall terminate as to both parties, unless the Lessee on or before that date shall pay or tender to the Lessor, or to the Lessor's credit in the Bank at~~

~~or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of DOLLARS~~

~~which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively. All such payments or tenders or rental may be made by check or draft of Lessor or any assignee thereof, mailed or delivered on or before the rental paying date either direct to Lessor or assignee or to said depository bank. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges reserved to the date when said first rental is payable as aforesaid, but also the Lessee's option of extending that period as aforesaid, and all and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.~~

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 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 had been no interruption in the rental payments.

If said Lessor owns 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 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 thereon, except water from wells of Lessor.

When requested by Lessor, Lessee shall bury his pipe lines 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.

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 operations 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 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 on an acreage basis, 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. If the leased premises are now or hereafter owned in severally 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 is now or 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 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.

Whereof witness our hands as of the day and year first above written.

Witness to the mark:

Return lease to:

King Law Office

118 W. Main

Sedan, KS 67361

Paul M. Venamon, Trustee (SEAL)

June Venamon, Trustee (SEAL)

June Venamon, Trustee (SEAL)

June Venamon, Trustee (SEAL)

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MAY 18 2011

KCC WICHITA

STATE OF Oklahoma } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
COUNTY OF Mayes

Before me, the undersigned, a Notary Public, within and for said county and state, on this 24th
day of February, 2004, personally appeared Paul M. Venamon
and June Venamon, husband and wife, as Co-Trustees of the
Paul and June Venamon Revocable Trust dated August 31, 1992
to me personally known to be the identical person s 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.

My commission expires 1-17-08

Opal L. Brashaw
#00000654 Notary Public.

STATE OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
COUNTY OF _____

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____
day of _____, 19____, personally appeared _____
and _____

to me personally known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me
that _____ executed the same as _____ 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.

My commission expires _____

Notary Public.

STATE OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION
COUNTY OF _____

On this _____ day of _____, A. D., 19____, before me, the undersigned, a Notary Public
in and for the county and state aforesaid, personally appeared _____
to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing
instrument as its _____ President and acknowledged to me that _____ executed the same as _____ free and
voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires _____

Notary Public.

No. _____	OIL AND GAS LEASE	FROM	TO	Date _____ 19____	Section _____	Twp _____	Rce _____	Term _____	No. of Acres _____	County _____	STATE OF <u>Kansas</u>	County of <u>Chautauque</u>	This instrument was filed for record on the <u>9</u> day of <u>March</u> 19 <u>2004</u> at <u>9:30</u> o'clock <u>A.</u> M., and duly recorded in Book <u>118</u> Page <u>856</u> of the records of this office <u>Laura (Bea) _____</u> Register of Deeds.	By _____	When recorded, return to _____	THE KANSAS BLUE PRINT CO. WICHITA, KANSAS PHOTOSTAT SERVICE UP-TO DATE OIL MAPS

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged.
For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
COUNTY OF _____

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____
day of _____, 19____, personally appeared _____
and _____

to me personally known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me
that _____ executed the same as _____ 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.

My commission expires _____

Notary Public.

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MAY 18 2011

KCC WICHITA

"EXHIBIT A"

1. An oil and gas lease dated July 22, 1980, from Paul M. Venamon and June C. Venamon, husband and wife, to James Russell Osburn and Wilda Osburn, recorded at Book 47 of Leases, Page 144, and covering Lot 1 of Section 5, Township 35 South, Range 12 East, of the 6th P.M., containing 51 acres, more or less;
2. An oil and gas lease dated October 31, 1981, from Paul M. Venamon and June C. Venamon, husband and wife, to James Russell Osburn and Wilda Osburn, husband and wife, recorded at Book 51 of Leases, Page 573, and covering the Southwest Quarter of the Southeast Quarter and all that part of the East Half of the Southeast Quarter lying South and West of the County Road, less and except the Northwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 5, Township 35 South, Range 12 East, of the 6th P.M., containing 120 acres, more or less;
3. An oil and gas lease dated January 12, 1981, from Paul M. Venamon and June C. Venamon, husband and wife, to James Russell Osburn and Wilda Osburn, recorded in Book 49 of Leases, Page 474 in the office of the Register of Deeds of Chautauqua County, Kansas, and covering Lot 3 of Section 5, Township 35 South, Range 12 East, Chautauqua County, Kansas, containing 40 acres, more or less;
4. An oil and gas lease dated March 22, 1979, from Paul M. Venamon and June C. Venamon, to James Russell Osburn and Wilda Osburn, recorded at Book 43 of Leases, Page 593, in the office of the Register of Deeds of Chautauqua County, Kansas, covering Lots 4, 5, and 6 of Section 5, Township 35 South, Range 12 East, containing 109 acres, more or less;
5. An oil and gas lease dated April 9, 1981, from Paul M. Venamon and June C. Venamon, to James Russell Osburn and Wilda Osburn, recorded at Book 51 of Leases, Page 246, in the office of the Register of Deeds of Chautauqua County, Kansas, and covering the West Half of Lot 7 of Section 5, Township 35 South, Range 12 East, of the 6th P.M., containing 14½ acres, more or less.
6. An oil and gas lease dated December 22, 1977, from Paul M. Venamon and June C. Venamon, husband and wife, to James Russell Osburn and Wilda Osburn, husband and wife, recorded at Book 43 of Leases, Page 6, in the office of the Register of Deeds of Chautauqua County, Kansas, covering the Southwest Quarter (SW¼) of Section 5, Township 35 South, Range 12 East, of the 6th P.M.

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MAY 18 2011

KCC WICHITA

(This Space Reserved for Filing Stamp)

Mid-Continent Association Form B

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned, PAUL M. VENAMON & JUNE C. VENA-
MON, HUSBAND & WIFE,

STATE OF KANSAS } ss. 800
Chautauqua County }
This instrument was filed for record
this 23 day of April
1994 at 11:40 clock A M and duly
recorded in book 82 of Assents
on page 4654
Marjorie Blum
REGISTER OF DEEDS

hereinafter called Assignor (whether one or more), for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto JAMES RUSSELL OSBURN & WILDA P. OSBURN, HUSBAND & WIFE, JOINT TENANTS WITH RIGHT OF SURVIVORSHIP & NOT AS TENANTS IN COMMON, (hereinafter called Assignee), ALL WORKING

~~(hereinafter called Assignee),~~

~~WITNESSES:~~ _____

_____, lessor
_____, lessee
~~PERFORMED BY BOOK:~~ _____
_____ County, State of _____

DESCRIBED IN "EXHIBIT A" ATTACHED HERETO.

[illegible]

EXECUTED, This 23 day of April, 1996
Paul M. Venamon
 PAUL M. VENAMON
June C. Venamon
 JUNE C. VENAMON

STATE OF KANSAS
COUNTY OF CHAUTAUQUA } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
Before me, the undersigned, a Notary Public, within and for said County and State, on this 23RD
day of April, 19 96, personally appeared Paul M. Venamon
and June C. Venamon, husband and wife

to me personally known to be the identical person. 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 Notary Public my hand and official seal the day and year last above written.

My commission expires 2-9-98 STATE OF KANSAS

MY APPT. EXPIRES 2-9-98

[Signature]
Notary Public

STATE OF _____ }
COUNTY OF _____ } ss. **ACKNOWLEDGMENT FOR CORPORATION**

Be it remembered that on this _____ day of _____, 19____, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came _____, _____ president of _____, _____ a corporation of the State of _____, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

My commission expires _____

Notary Public

RECEIVED
MAY 18 2011
KCC WICHITA

"EXHIBIT A"

1. An oil and gas lease dated July 22, 1980, from Paul M. Venamon and June C. Venamon, husband and wife, to James Russell Osburn and Wilda Osburn, recorded at Book 47 of Leases, Page 144, and covering Lot 1 of Section 5, Township 35 South, Range 12 East, of the 6th P.M., containing 51 acres, more or less;
2. An oil and gas lease dated October 31, 1981, from Paul M. Venamon and June C. Venamon, husband and wife, to James Russell Osburn and Wilda Osburn, husband and wife, recorded at Book 51 of Leases, Page 573, and covering the Southwest Quarter of the Southeast Quarter and all that part of the East Half of the Southeast Quarter lying South and West of the County Road, less and except the Northwest Quarter of the Northeast Quarter of the Southeast Quarter of Section 5, Township 35 South, Range 12 East, of the 6th P.M., containing 120 acres, more or less;
3. An oil and gas lease dated January 12, 1981, from Paul M. Venamon and June C. Venamon, husband and wife, to James Russell Osburn and Wilda Osburn, recorded in Book 49 of Leases, Page 474 in the office of the Register of Deeds of Chautauqua County, Kansas, and covering Lot 3 of Section 5, Township 35 South, Range 12 East, Chautauqua County, Kansas, containing 40 acres, more or less;
4. An oil and gas lease dated March 22, 1979, from Paul M. Venamon and June C. Venamon, to James Russell Osburn and Wilda Osburn, recorded at Book 43 of Leases, Page 593, in the office of the Register of Deeds of Chautauqua County, Kansas, covering Lots 4, 5, and 6 of Section 5, Township 35 South, Range 12 East, containing 109 acres, more or less;
5. An oil and gas lease dated April 9, 1981, from Paul M. Venamon and June C. Venamon, to James Russell Osburn and Wilda Osburn, recorded at Book 51 of Leases, Page 246, in the office of the Register of Deeds of Chautauqua County, Kansas, and covering the West Half of Lot 7 of Section 5, Township 35 South, Range 12 East, of the 6th P.M., containing 14½ acres, more or less.

THIS ASSIGNMENT IS SPECIFICALLY SUBJECT TO ANY OVERRIDING ROYALTY INTEREST OF RECORD

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KCC WICHITA



Recorder No.
09-162

KANSAS BLUE PRINT CO. INC.
215 So. 4th St. - Topeka, KS 66601-0700

Mid-Continent Association Form B

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Paul M. Venamon and June C. Venamon, husband and wife, JTWROS

hereinafter called Assignor (whether one or more), for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto James Russell Osburn and Wilda P. Osburn, husband and wife, JTWROS

(hereinafter called Assignee), all their working interest in and to the oil and gas lease dated December 22, 1977, from Paul M. Venamon and June C. Venamon, husband and wife,

James Russell Osburn and Wilda Osburn, husband & wife, lessor to James Russell Osburn and Wilda Osburn, husband & wife, lessee recorded in book 43 of Leases, page 6 insofar as said lease covers the following described land in Chautauqua County, State of Kansas

The Southwest Quarter (SW $\frac{1}{4}$)

THIS ASSIGNMENT SPECIFICALLY SUBJECT TO ANY OVERRIDING ROYALTY INTEREST OF RECORD.

of Section 5 Township 35 S Range 12 E and containing acres, more or less together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; That said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed,

EXECUTED, This 24 day of May, 1996

PAUL M. VENAMON

JUNE C. VENAMON

STATE OF OKLAHOMA } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)
COUNTY OF Nowata

Before me, the undersigned, a Notary Public, within and for said County and State, on this 24 day of May, 1996, personally appeared Paul M. Venamon and June C. Venamon, husband and wife,

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged 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.
My commission expires May 24, 1996 _____
Notary Public

STATE OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION
COUNTY OF _____

Be it remembered that on this _____ day of _____, 19____, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came _____ president of _____

a corporation of the State of _____, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.
My commission expires _____
Notary Public

(This Space Reserved for Filing Stamp)

STATE OF KANSAS } ss. 600
Chautauqua County

This instrument was filed for record this 30 day of May 1996 at 2:25 o'clock P.M. and duly recorded in book 82 of Assents on page 689

REGISTER OF DEEDS

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MAY 18 2011

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