

REQUEST FOR CHANGE OF OPERATOR  
TRANSFER OF INJECTION AUTHORIZATION  
OR TRANSFER OF SURFACE POND PERMIT

KANSASCORPORATION COMMISSION  
CONSERVATION DIVISION  
200 COLORADO DERBY BLDG.  
WICHITA, KANSAS 67202

\*\*\*\*\*

Check Applicable Boxes:

Effective Date of Transfer 6/1/96

[ ] Oil Lease: No. of Wells        \*\*

Lease Name CARLILE #4-26

[X] Gas Lease: No. of Wells        \*\*

       - NE - NW - SW Sec. 26 T 32 S. R 33 WE

\*\* SIDE TWO MUST BE COMPLETED\*\*

Legal Description of Leases E/2 NW/4; E/2 NE/4;

[ ] Saltwater Disposal Well - Docket No.       

W/2 SW/4; W/2 SE/4

Spot Location:        feet from N/S Line  
       feet from E/W Line

County SEWARD

[ ] Enhanced Recovery Project Docket No.       

Entire project: Yes/No

Number of injection wells       

Production Zone(s) Morrow

Field Name Lemert Ext.

Injection Zone(s)       

\*\*\*\*\*

Surface Pond Permit #        Feet from N/S Line of Section  
(API NO. if Drill Pit)        Feet from E/W Line of Section

Identify: Emergency Pit        Burn Pit        Storage Pit        Drill Pit       

List API#'s on all post-1967 wells transferred with lease:       

\*\*\*\*\*

Past Operator's License No.        Contact Person:       

Past Operator's Name and Address:

Burnett Corp.

P.O. Box 15290

Amarillo, TX 79105

Phone:       

Oil & Gas Purchaser Enron

Title        Signature       

New Operator's License No. 8061 Contact Person John S. Weir

New Operator's Name and Address Phone 316-681-0231

Oil Producers, Inc. of Kansas

P.O. Box 8647

Wichita, Ks. 67208

Oil & Gas Purchaser Resource Energy

Date       

Title President Signature John S. Weir

\*\*\*\*\*

**ACKNOWLEDGEMENT OF TRANSFER:** The above request for transfer of injection authorization, surface pond permit #        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 pond permit-

       is acknowledged  
as the new operator and may continue to  
inject fluids as authorized by Docket #       

Recommended action       

       is acknowledged as the  
new operator of the above named lease containing  
the surface pond permitted by #       

Date       

Authorized Signature

Date       

Authorized Signature





PARTIAL ASSIGNMENT OF OIL AND GAS LEASES

RECEIVED  
STATE CORPORATION COMMISSION

MAY 14 1957

KNOW ALL MEN BY THESE PRESENTS:

CONSERVATION DIVISION  
Wichita, Kansas

WHEREAS, Edison Energy, LC is the owner of the working interest in the Oil and Gas Leases described below subject to conditions and to certain royalty interests of record, now therefore, be it known,

THAT the undersigned, Edison Energy, LC hereinafter called Assignor for an in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, transfer and set over the working interest unto the following Assignees in the proportion set after their names (based upon 100% working interest):

Chas A. Neal & Company	12.359375%
D. R. Lauck Oil Company Inc.	12.359375%
Dan Bieberle	.617969%
David Jackman, Jr. Trust	9.269531%
Donald D. Sbarra	3.089844%
Dr. O. Burr Ross	1.544922%
Fanning Two Enterprises	3.089844%
John E. Brown	.617969%
John S. Wier	.988750%
Lloyd E. Peterson Revocable Oil & Gas Interest Trust	1.544922%
Mohican Petroleum Inc.	9.269531%
H. St. John Webb III	3.089844%
Nolan Properties Inc.	3.089844%
Oil Producers Inc. of Kansas	8.589763%
Plimenik Establishment	3.089844%
Raja Resources Ltd.	12.359375%
Robert F. White Trust	3.089844%
Rocky Hill Group, Inc.	3.089844%
Terry Unruh	.617969%
Warren O. Johnson Living Trust	3.089844%
William H. Shepherd	.926953%

AND TO, the following described leases:

Oil and Gas Lease Carlile #4-26 dated October 26, 1944, Henry Blair Cooper, et al., lessors, insofar as said lease covers the East Half of the Northwest Quarter (E/2 NW/4); the East Half of the Northeast Quarter (E/2 NE/4); the West Half of the Southwest Quarter (W/2 SW/4); and the West Half of the Southeast Quarter (W/2 SE/4) of Section 26 Township 32 South, Range 33 West, Seward County, Kansas and recorded in Book 73, page 308 of the records of that county.

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

THE LEASE ACREAGE covered hereby is assigned by the Assignor and accepted by the Assignees subject to the royalties and/or other burdens out of or with respect to production with which said lease acreage is encumbered, and subject to the terms any agreements under which it may have been acquired by Assignor, and the Assignees hereby assume and agree to pay its proportionate part of each of said burdens to the extent that they area part or remain a burden on the lease acreage herein assigned and to comply with the terms of any agreements under which the lease acreage may have been acquired.

AND for the same consideration the Assignor covenants with the Assignees, their heirs, successors or assigns: That the Assignor is the lawful owners of and has good title to the interest above assigned in and to said lease, estate, rights 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.

ALL of the provisions of this assignment shall be available to and binding upon the respective heirs, executors, administrators, successors and assigns of the Assignor and Assignees herein.

EFFECTIVE June 1, 1996.

EXECUTED this 23rd day of May, 1997.

Edison Energy, LC

Witness:  
Attest:

Gregory J. Gleason

David G. Withrow  
David G. Withrow

STATE OF KANSAS       )  
                              ) ss.  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me this 23rd day of May, 1997, by David G. Withrow, of Edison Energy, LC, a Kansas Limited Liability Company on behalf of the company.



Diana L. Richecky  
DIANA L. Richecky Notary Public

My commission expires: Jan 12, 2000

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MAY 14 1997

CONSERVATION DIVISION  
Wichita, Kansas

3159



STATE OF KANSAS } FEE \$ 31.<sup>00</sup>  
 SEWARD COUNTY }  
 This instrument was filed for record  
August 29, 1996  
 at 10:00 o'clock A M. and recorded  
 in Vol. 475 at page 242  
 CYNTHIA L. SALLASKA, Register of Deeds

Cynthia Sallaska

# ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS     )  
                               )  
 COUNTY OF SEWARD    )

KNOW ALL MEN BY THESE PRESENTS:

THAT we, BURNETT CORPORATION, JAMES R. CORBIN, MARY JO MITTON, BIRKE B. MARSH, H. BRIANNA COBB, J. DENNIS CORBIN, AND ARLENE E. CORBIN, here-after referred to as "Assignor", whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged for all purposes and subject to the terms and provisions hereof and to the reservations hereinafter made, by these presents do GRANT, BARGAIN, SELL TRANSFER, ASSIGN, CONVEY AND DELIVER, without warranty of title, either express or implied, unto EDISON ENERGY, INC., whose address is 7340 E. 24th Ct. North, Wichita, Kansas 67226, hereinafter referred to as "Assignee", all (.98875%) of Assignor's undivided working interest, which is equivalent to a .72342187 net revenue interest, in and to the oil and gas leases , described to in Exhibit "A", attached hereto and made a part hereof for all purposes, and all (50%) of Assignor's undivided working interest, which is equivalent to a .4225 net revenue interest, in and to the oil and gas leases, described to in Exhibit "B", attached hereto and made a part hereof for all purposes, and lands being described in Exhibits "A" and "B" attached, in Seward County Kansas, insofar and only insofar as the same relates to the oil and gas rights only, in, to and under the following:

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MAY 14 1996

CONSERVATION DIVISION  
 Wichita, Kansas

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A. The oil and Gas Leases noted in Exhibits "A" and "B", subject to the reservations set forth herein.

B. All wells, equipment and facilities located on or used in connection with the oil and gas leases being assigned, including but limited to, pumps, other equipment (surface and subsurface), gas plants, compressors, compressor stations, dehydration facilities, treating facilities (including desulfurization facilities), gathering lines, flow lines, transportation lines (including long lines and laterals), valves, meters, separators, tanks, tank batteries and other fixtures.

C. Gas and natural gas liquid production inventory.

D. Personal property located on or used in connection with the development, operation, maintenance and/or safeguarding of any other properties described herein.

E. Contracts and contractual rights, obligations and interests including, but not limited to, unit agreements, drilling contracts, operating agreements, well service contracts, production sales contracts, storage or warehouse agreements, supplier contracts, service contracts, construction agreements, pumping and roustabout agreements, only insofar as such relate to the lands being assigned, if any.

F. All easements, licenses, authorizations, permits and similar rights interests applicable to or used or useful in connection with, any or all of the interests described herein.

G. Any interest included within the property and the leases described in the attached Exhibits "A" and "B", which interest is not described or is incorrectly described herein.

This Assignment and Bill of Sale is made without representation or warranty of title or representation regarding production either expressed or implied and all equipment, wells and personal property are assigned AS IS AND WHERE IS AND WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION OF FITNESS FOR PARTICULAR PURPOSE, AND ANY AND ALL WARRANTIES, WHETHER EXPRESSED OR IMPLIED UNDER THE UNIFORM COMMERCIAL CODE (KANSAS).

TO HAVE TO HOLD the same unto Assignee, its successors and assigns, forever. The provisions hereof shall bind and inure to the benefit of Assignor and Assignee and their repective affiliates, heirs, devisees, legal representatives, successors and assigns, and shall constitute covenants running with the land interest hereby effected.

This Assignment and Bill of Sale is made expressly subject to any and all other valid and existing contracts, easements and other instruments affecting the Assigned Premises, or any part thereof, together with any and all existing overriding royalties and other interests payable out of production from the Assigned Premises, or any part thereof, as shown of record or have been made available to Assignee, other than those certain working interests and other interests specifically assigned hereby by Assignor to Assignee.

The parties hereto acknowledge that in making the decision

to enter into this Assignment and consummate this transaction, Assignee has relied solely on the basis of its own independent investigation of the Assigned Premises. Accordingly, Assignee acknowledges that Assignor has not made, and Assignor hereby expressly disclaims and negates, any representation or warranty, express or implied, at common law, by statute, or otherwise relating to any information, data or other materials, written or oral, furnished to Assignee by or on behalf of Assignor, including without limitation, the existence or extent of gas or other mineral reserves, the value of such reserves, any product pricing assumptions, present or past production rates, compliance with lease terms, the condition of any well, and the ability to sell oil and gas after closing.

Assignee shall at the effective Time assume, and be responsible for and comply with, all duties and obligations of Assignor, express or implied, with respect to the interests, including, without limitation, those arising under or by virtue of any lease, contract, agreement, document, permit, applicable statute or rule, regulation or order of any governmental request or requirement to plug and/or abandon any well of whatsoever type, status or classification, or take any clean-up or other action with respect to the property or premises; and defend, indemnify and hold Assignor harmless from any and all claims in connection therewith, except any such claims asserted against Assignor or could have been asserted against Assignor prior to effective Time.



As additional consideration for the execution of this Assignment, Assignor hereby assigns to Assignee, insofar as they relate to the real, personal or other property assigned and conveyed in this assignment, all contract rights, claims, rights or claims to payment from any source or party, or causes of action owned by Assignor as of the Effective Date hereof.

This Assignment and Bill of Sale shall be effective as of the  
1 DAY OF June, 1996.

EXECUTED this the 27 day of August, 1996.

ASSIGNEE

EDISON ENERGY, INC.

By: David B. White

ASSIGNOR:

BURNETT CORPORATION

By: C. Warren Fatheree  
C. WARREN FATHEREE, VICE PRES.

James R. Corbin  
JAMES R. CORBIN

MARY JO MITTON

Birke B. Marsh  
BIRKE B. MARSH

H. Brianna Cobb  
H. BRIANNA COBB

J. DENNIS CORBIN

ARLENE E. CORBIN

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As additional consideration for the execution of this Assignment, Assignor hereby assigns to Assignee, insofar as they relate to the real, personal or other property assigned and conveyed in this assignment, all contract rights, claims, rights or claims to payment from any source or party, or causes of action owned by Assignor as of the Effective Date hereof.

This Assignment and Bill of Sale shall be effective as of the

\_\_\_\_\_ DAY OF \_\_\_\_\_, 1996.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 1996.

ASSIGNEE

EDISON ENERGY, INC.

By: \_\_\_\_\_

ASSIGNOR:

BURNETT CORPORATION

By: \_\_\_\_\_  
C. WARREN FATHEREE, VICE PRES.

\_\_\_\_\_  
JAMES R. CORBIN

  
\_\_\_\_\_  
MARY JO MITTON

\_\_\_\_\_  
BIRKE B. MARSH

\_\_\_\_\_  
H. BRIANNA COBB

\_\_\_\_\_  
RON CHAPMAN

\_\_\_\_\_  
PATRICIA CHAPMAN

\_\_\_\_\_  
ARLENE E. CORBIN

\_\_\_\_\_  
J. DENNIS CORBIN

STATE OF TEXAS        )

COUNTY OF POTTER     )

This instrument was acknowledged before me on the \_\_\_\_\_ day  
of \_\_\_\_\_, 1996, by C. WARREN FATHEREE, Vice President of  
BURNETT CORPORATION, for the purposes herein.

\_\_\_\_\_  
Notary Public, State of Texas  
My commisison expires: \_\_\_\_\_

STATE OF TEXAS        )

COUNTY OF POTTER     )

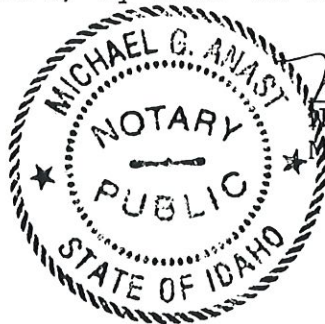
This instrument was acknowledged before me on the \_\_\_\_\_ day  
of \_\_\_\_\_, 1996, by JAMES R. CORBIN.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

STATE OF IDAHO        )

COUNTY OF KOOTENAI )

This instrument was acknowledged before me on the 01 day  
of AUGUST, 1996, by MARY JO MITTON.



Michael G. Anastasi  
\_\_\_\_\_  
Notary Public, State of Idaho  
My commission expires: 11-01-97



  
\_\_\_\_\_  
ARLENE E. CORBIN

  
\_\_\_\_\_  
J. DENNIS CORBIN

STATE OF TEXAS            )

COUNTY OF POTTER        )

      This instrument was acknowledged before me on the \_\_\_\_\_ day  
of \_\_\_\_\_, 1996, by C. WARREN FATHEREE, Vice President of  
BURNETT CORPORATION, for the purposes herein.

\_\_\_\_\_  
Notary Public, State of Texas  
My commisison expires:\_\_\_\_\_

STATE OF TEXAS            )

COUNTY OF POTTER        )

      This instrument was acknowledged before me on the \_\_\_\_\_ day  
of \_\_\_\_\_, 1996, by JAMES R. CORBIN.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires:\_\_\_\_\_

STATE OF IDAHO            )

COUNTY OF KOOTENAI    )

      This instrument was acknowledged before me on the \_\_\_\_\_ day  
of \_\_\_\_\_, 1996, by MARY JO MITTON.

\_\_\_\_\_  
Notary Public, State of Idaho  
My commission expires:\_\_\_\_\_

STATE OF MONTANA )

COUNTY OF CUSTER )

This instrument was acknowledged before me on the 4th day  
of August, 1996, by J. DENNIS CORBIN.

Kathy A. Foreman  
Notary Public, State of  
Montana  
My commission expires: 5/99

STATE OF MONTANA )

COUNTY OF CUSTER )

This instrument was acknowledged before me on the 4th day  
of August, 1996, by ARLENE E. CORBIN.

Kathy A. Foreman  
Notary Public, State of  
Montana  
My commission expires: 5/99

STATE OF TEXAS )

COUNTY OF TRAVIS )

This instrument was acknowledged before me on the \_\_\_\_\_ day  
of \_\_\_\_\_, 1996, by RON CHAPMAN.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

STATE OF TEXAS )

COUNTY OF TRAVIS )

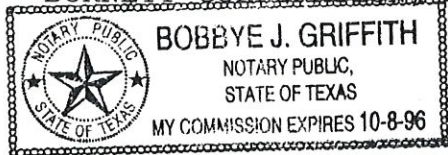
This instrument was acknowledged before me on the \_\_\_\_\_ day  
of \_\_\_\_\_, 1996 by PATRICIA CHAPMAN.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires: \_\_\_\_\_

STATE OF TEXAS )

COUNTY OF POTTER )

This instrument was acknowledged before me on the 29th day of July, 1996, by C. WARREN FATHEREE, Vice President of BURNETT CORPORATION, for the purposes herein.

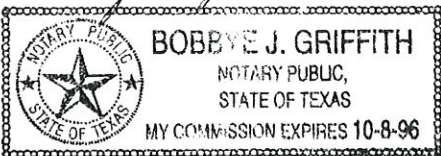


Bobbye J. Griffith  
Notary Public, State of Texas  
My commission expires: 10-8-96

STATE OF TEXAS )

COUNTY OF POTTER )

This instrument was acknowledged before me on the 29th day of July, 1996, by JAMES R. CORBIN.



Bobbye J. Griffith  
Notary Public, State of Texas  
My commission expires: 10-8-96

STATE OF IDAHO )

COUNTY OF KOOTENAI )

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 1996, by MARY JO MITTON.

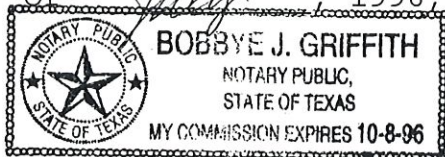
\_\_\_\_\_  
Notary Public, State of Idaho  
My commission expires: \_\_\_\_\_



STATE OF TEXAS )

COUNTY OF POTTER )

This instrument was acknowledged before me on the 29<sup>th</sup> day  
of July, 1996, by BIRKE B. MARSH.

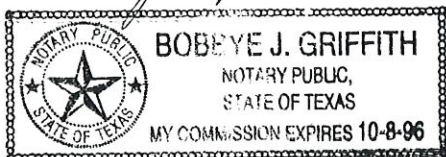


Bobbye J. Griffith  
Notary Public, State of Texas  
My commission expires: 10-8-96

STATE OF TEXAS )

COUNTY OF POTTER )

This instrument was acknowledged before me on the 29<sup>th</sup> day  
of July, 1996, by H. BRIANNA COBB.



Bobbye J. Griffith  
Notary Public, State of Texas  
My commission expires: 10-8-96

STATE OF MONTANA )

COUNTY OF CUSTER )

This instrument was acknowledged before me on the \_\_\_\_\_ day  
of \_\_\_\_\_, 1996, by J. DENNIS CORBIN.

\_\_\_\_\_  
Notary Public, State of  
Montana  
My commission expires: \_\_\_\_\_

STATE OF MONTANA )

COUNTY OF CUSTER )

This instrument was acknowledged before me on the \_\_\_\_\_ day  
of \_\_\_\_\_, 1996 by ARLENE E. CORBIN.

\_\_\_\_\_  
Notary Public, State of  
Montana  
My commission expires: \_\_\_\_\_

EXHIBIT 'A'

CARLILE #4-26:

East Half of the Northwest Quarter (E/2 NW/4);  
the East Half of the Northeast Quarter (E/2 NE/4);  
The West Half of the Southwest Quarter (W/2 SW/4);  
and the West Half of the Southeast Quarter (W/2 SE/4)  
of Section Twenty-Six (26), Township Thirty Two (32)  
South, Range Thirty Three (33) West, Seward County,  
Kansas.

Lease No.: KS008.0001.00  
Lessor: Henry Blair Cooper, et al.  
Lease Date: October 26, 1944  
Recorded: Book 73, Page 308

EXHIBIT 'B'

KANE-BAUGHMAN #1:

Located in Section Twenty Four (24); Township  
Thirty Two (32) South; Range Thirty Three (33)  
West, Seward County, Kansas.

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MAY 14 1999

CONSERVATION DIVISION  
Wichita, Kansas

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7720	Attn	Woods, Betty K.	Status 1	<input type="checkbox"/>							
Burnett Corporation			Status 2	N-R							
		(806) 372-4436	Exp Dte	6/30/88							
First National Bank Building, St	SSN #	751162980	Issue Dte	4/20/87							
	Orig Issue	6/30/85		<input type="checkbox"/> Fine Pending							
Amarillo	TX	79101	Partners	View Fines							
Ope	<input checked="" type="checkbox"/>	Resid	<input type="checkbox"/>	0	GasS	<input type="checkbox"/>	0	Partne	<input type="checkbox"/>	Tags	Return to
Stra	<input type="checkbox"/>	0	Puller	<input type="checkbox"/>	0	L-Part	<input type="checkbox"/>				
Plug	<input type="checkbox"/>	0	Contr	<input type="checkbox"/>	0	L-Cor	<input type="checkbox"/>				
Pwork	<input type="checkbox"/>	0	Gas	<input type="checkbox"/>	0	KS-Corp	<input type="checkbox"/>				
Emergency Na			Individua	<input type="checkbox"/>		Resident Age					
Chiles, Lee			Foreig	<input checked="" type="checkbox"/>	X	Chiles, Lee					
PO Box 1873						PO Box 1873					
Liberal	KS	67901	(316) 624-3345			Liberal	KS	67901	(316) 624-3345		