REQUEST FOR CHANGE OF OPERATOR TRANSFER OF INJECTION AUTHORIZATION OR TRANSFER OF SURFACE POND PERMIT	KANSAS CORPORATION COMMISSION CONSERVATION DIVISION 130 S MARKET, ROOM 2078 WICHITA, KANSAS 67202
************	*****
Check Applicable Boxes:	Effective Date of Transfer 1/26/96
[] Oil Lease: No. of Wells **	Lease Name Dieter Mc Donald
[] Gas Lease: No. of Wells ** ** SIDE TWO MUST BE COMPLETED **	N_W-4 Sec 7 T/55R Q @ E Legal Description of Lease: Dicter
Saltwater Disposal Well - Docket No. (Spot Location: 1950 feet from B)	S Line #/ SWD
[] Enhanced Recovery Proj. Docket No	County Sallie
Field Name Smoky Hill	Injection Zone(8)
Surface Pond Permit # (API No. If Drill P	
Identify: Emergency Pit Burn Pit	Storage Pit Drill Pit
**********	*************
Past Operator's License No	Contact Person:
Past Operator's Name and Address:	Phone:
Tenneco oil Co. Inc. 3000 United Founders Blvd.	Date
OKLa. City Okla. 73112 Title	Signature 7
******	******************
New Operator's License No. 06306	Contact Person Ralph Walt on
New Operator's Name and Address	Phone 9/3-825-723/
Tom Brown Const. Inc.	011/Gas Purchaser Pro Partners
4608 Nt Crystal Springs Rd. Salina Ks, 67401	Date 1/26/96
•	
	signature Polol, Walker
Title President	Signature Ralph Walker
ACKNOWLEDGEMENT OF TRANSFER: The above	**************************************
ACKNOWLEDGEMENT OF TRANSFER: The above surface pond permit # has be	**************************************
ACKNOWLEDGEMENT OF TRANSFER: The above surface pond permit # has be of the Kansas Corporation Commission. Torporation Commission records only and	**************************************
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Form T1 7/94

Authorized Signature

Ralph Walker

Date 1/27/96

9/3.825-723/

Rich

I hope the enclosed information will be what is ressecting. The disposal well # / is within 20' of

the Dieter Mc Worded Tank Battery. We are going to try + complete for an MIT next week.

Thank your Ralph Walker

TD

3224

INDEPENDENT OIL & GAS SERVICE

-1972

ASSIGNMENT AND BILL OF SALE

The undersigned, RALPH WALKER d/b/a R & M PRODUCTIONS, with an address of 500 Graves Boulevard, Salina, Kansas 67401, herein called "Assignor", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, assign and convey unto PRODUCTION PARTNERS, a Kansas partnership, whose address is 500 Graves Boulevard, Salina, Kansas 67401, herein called "Assignee", an undivided one-half interest of Assignors' right, title and interest in and to and under: (1) the oil and gas lease(s) described in Exhibit "A" attached hereto and made a part hereof, insofar and only insofar as said lease(s) cover the lands, depths, formations, wellbore rights and/or other rights specified on said Exhibit "A"; and (2) the well(s) covered by and pertaining to said leases, and the production therefrom, said wells being more specifically described in the exhibits attached to Package No. 14002-A included as part of that certain Bid Solicitation Letters described hereinbelow; and (3) all fixtures, equipment and other personal property located in, on and/or appurtenant to said wells port used in connection therewith, as described in Exhibit "B" attached to said Package No. 14002-A included as part of said Bid Solicitation Letter; and (4) all contracts (including contracts for the sale. of production), operating agreements, unitization agreements, licenses, easements, rights of way, options and other agreements which relate or pertain to the interest(s) hereby assigned and transferred (whether or not specifically described herein), but only insofar as same relate or pertain to the interest(s) hereby assigned and transferred.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever, subject to the terms and provisions contained herein and in said oil and gas lease(s), all contracts, assignments, and agreements of whatsoever nature and kind relating thereto (including contracts for the sale of production), and subject to all laws, rules and regulations of all governmental bodies or agencies having jurisdiction thereof, all of which Assignee by acceptance hereof assumes and agrees to perform the obligations and duties of Assignor thereunder, insofar as same are applicable to the interest(s) hereby assigned and transferred, and, without limiting the generality of the foregoing, further subject to the following terms and conditions which Assignee hereby assumes by acceptance hereof:

1. As of the effective date hereof ad valorem taxes for the current year attributable to the interest in the above described lease(s), well(s), fixtures, equipment and other personal property assigned hereby shall be prorated between Assignor and Assignee, and any sales tax or similar tax resulting from this transfer shall be borne by Assignee.

- 2. Assignee covenants and agrees to bear and pay all royalties, overriding royalties, production payments and other interests or obligations payable out of or measured by the oil and gas produced from or attributed to the subject acreage, and all rents, delay rental, shutin, minimum royalty, compensatory royalty or other payments required by the oil and gas lease(s) assigned hereby and all assignments, contracts, and agreements relating thereto.
- 3. Assignee covenants and agrees to assume all responsibility for the interest(s) assigned hereby as of the effective date hereof, and further covenants and agrees to protect, defend, indemnify and save Assignor free and harmless from and against any and all costs, expenses, claims, debts, demands, judgments, causes of action, liens or liability of whatsoever kind, character or nature arising out of or incident to or in connection with in any way the making of this Assignment and Bill of Sale or the ownership, operation, use, plugging, abandoning, and/or restoration of the above described land(s), lease(s), well(s), fixtures, equipment or other personal property from and after the effective date hereof, regardless of whether the liability therefor is based upon some alleged act or omission of Assignor, or of Assignee, or of some other party.
- 4. This Assignment and Bill of Sale is made by Assignor and accepted by Assignee without representations, covenants or warranties as to title or quantum of interest conveyed, either express or implied, Assignee having made its own independent examination and found same to be satisfactory, and, as to all well(s), fixtures, equipment, and other personal property this Assignment and Bill of Sale is made and accepted as is, and without representations, covenants or warranties of merchantability, condition, fitness for a particular purpose, or conformity to models or samples of materials, either express or implied, Assignee having examined such well(s), fixtures, equipment and other personal property and accepting same in their present condition.
- 5. Assignee covenants and agrees that at such time as any well(s) located upon the lands described on Exhibit "A" attached hereto, or lands pooled therewith, is no longer to be produced or used in oil and gas operations upon such lands, Assignee will promptly plug and abandon same and restore the surface around same to its natural condition, all in accordance with the terms of the applicable leases and the rules and regulations of any governmental agency or authority having jurisdiction thereof.
- 6. As to any well(s) covered hereby which has heretofore been operated by Assignor, Assignee covenants, agrees, and represents that Assignee has obtained, or shall obtain immediately upon delivery and acceptance hereof, all permits, licenses, and/or approvals from all

third parties and all governmental agencies having jurisdiction of the premises which are necessary for the effective transfer to Assignee of ownership and operation of the well(s) and lease(s) covered hereby, and that Assignee has provided, or shall immediately provide upon receipt of such permits, licenses, and/or approvals, evidence of same to Assignor.

- 7. It is understood and agreed by both parties hereto that this Assignment and Bill of Sale is not intended to and does not grant, transfer, assign, or convey any mineral or fee interest which Assignor may now or hereafter own in the lands covered hereby.
- 8. This Assignment and Bill of Sale is subject to all of the terms and conditions of that certain Bid Solicitation Letter dated June 9, 1986, and that certain Letter Contract dated July 15, 1986, by and between TENNECO OIL COMPANY and MULTISTATE OIL PROPERTIES, INC. and RALPH WALKER d/b/a R & M PRODUCTIONS, and the provisions thereof are hereby incorporated herein by reference just as if such provisions were fully set forth herein. In the event of any conflict between the terms, provisions, and descriptions contained in this Assignment and Bill of Sale and those contained in said Bid Solicitation Letter and/or Letter Contract, the terms, provisions, and descriptions contained herein shall control.

It is agreed that all of the terms, provisions and conditions of this Assignment and Bill of Sale shall constitute covenants running with the lands and lease(s) covered hereby and shall extend to and be binding upon the parties hereto, their respective heirs, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this 22nd day of August, 1986, to be effective, however, as of August 1, 1986, at 7:00 A.M. local time where the subject properties are located, and all hydrocarbons produced from or allocated to the interest(s) assigned hereby prior to the effective date shall remain the property of Assignor.

RALPH WALKER d/b/a

R & M PRODUCTIONS

BE IT REMEMBERED, that on this 22nd day of August, 1986, before me, the undersigned, a Notary Public in and for said County and State, came RALPH WALKER d/b/a R & M PRODUCTIONS, to me personally known to be the same person who executed the within instrument of writing and duly acknowledged the execution of the same.

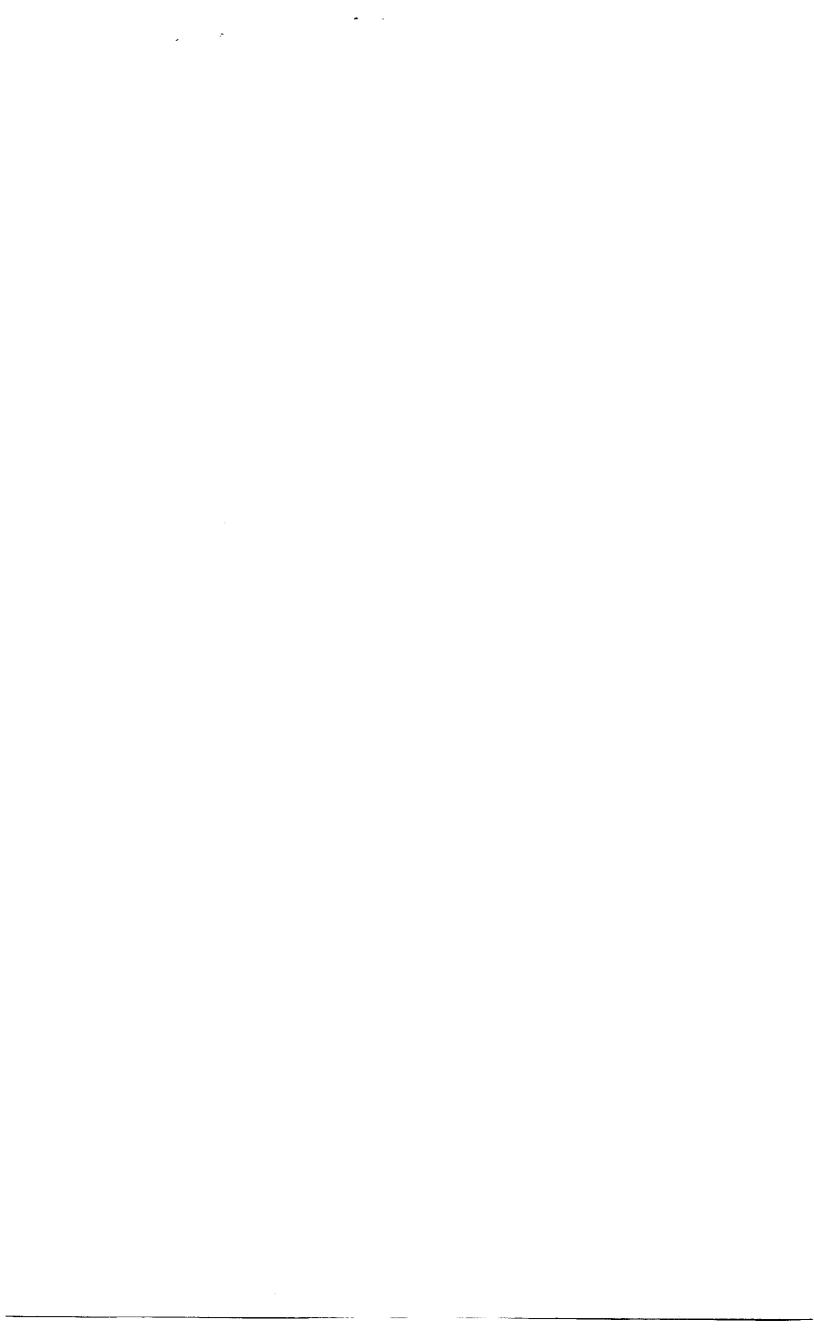
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Down R. Crowl NOTARY PUBLIC State of Kansas MY APPT. EXPIRES 9-15-87

Notary Public

My Commission Expires:

Sept. 15, 1987



Vof Lots 3 & 4, NE/4 SW/4, SE/4 SW/4, NW/4 SE/4, SW/4 SE/4, E/

All or p. --s

Perer MacDonald,

Oil & Gas Lease

81732-02

/ B-21, P-438

3-22-60

et al to H. A.

Carey

VSE/4 (set :dse)

Sec. 7-155-2W

All or parts

Peter MacDonald,

Oil & Gas Lease

81732-03

∨ B-21, P-440

3-22-60

et al to H. A.

/SE/4 (see lease) JSW/4 SE/4, E/2

Sec. 7-15S-2W

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Lots 3 & 4, N SW/4, SE/4 SW

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and Spacing/ Well Name

Proration Unit

Being Subject To the Following

Package No. 14002-A

Book 1

MULTISTATE PROPERTIES, INC.

EXHIBIT "A"

SALINE COUNTY, KANSAS

LEASE DESCRIPTIONS

Agreements

Description

Tract

Lessor-Lessee or

Instrument,

Date and Record

Number

81732

Grantor-Grantee

regarding commingdum of Agreement C-19849 Memoranling production

into one tank battery, etc.

/of Lots 3 & 4,

Dieter, et ux to

H. A. Carey

Donald Dean

Oil & Gas Leare

81732-01

~ B-21, P-442

3-22-60

WSE/4 SW/4, VNW/4 SE/4, WSW/4 SE/4,

All or parts

✓E/2 SE/4 (see

lease) Sec.

7-15S-2W