

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

KDOR: 119146

Check Applicable Boxes:

☒ Oil Lease: No. of Wells 4 **

☐ Gas Lease: No. of Wells _____ **

** SIDE TWO MUST BE COMPLETED **

☐ Saltwater Disposal Well - Docket No. _____
Spot Location: _____ feet from N/S Line
_____ feet from E/W Line

☐ Enhanced Recovery Proj. Docket No. _____
Entire project: Yes/No
Number of injection wells _____ **

Field Name George, West

Surface Pond Permit # _____
(API No. If Drill Pit)

Identify: Emergency Pit ☐ Burn Pit ☐

Effective Date of Transfer 7/1/96

Lease Name Breeden

N 1/2 Sec 13 T95 R27 W1

Legal Description of Lease: _____

N 1/2 SEC. 13 T95-R27W

County Sheridan

Production Zone(s) LANSING-KS. CITY

Injection Zone(s) NONE

_____ Feet from N/S Line of Section

_____ Feet from E/W Line of Section

Storage Pit ☐ Drill Pit ☐

Past Operator's License No. 6041 Contact Person: Bill Warburton

Past Operator's Name and Address: Petroventures, Inc. Phone: 303-831-5676

1572 E. Nichols Dr.
Littleton, CO 80122
AUG 2 1996 7/1/96

Title AL Wassenberg, President Signature SEE ATTACHED FORM

New Operator's License No. 31897 Contact Person Robert Stoltz

New Operator's Name and Address Phone 316-794-3400

FOUNDATION RESOURCES, LLC
P.O. BOX 789
Goddard, KS. 67052

Oil/Gas Purchaser Koch
Date 7/1/96

Title KEN EVANS, Partner Signature Ken Evans

ACKNOWLEDGEMENT OF TRANSFER: The above request for transfer of injection authorization surface pond permit # _____ has been noted, approved and duly recorded in the record of the Kansas Corporation Commission. This acknowledgement 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 _____

Date _____
Authorized Signature _____

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

Date _____
Authorized Signature _____

*LOCATION: N 1/2 SEC. 13 T9S-R27W

***LEASE NAME**

Breeder

API NO.

(YR DRLD/PRE '67) -

WELL NO.

FOOTAGE FROM SECTION LINE (i.e. FSL=Feet from South Line)	TYPE OF WELL (OIL/GAS INJ/WSW)
0	
10	
20	
30	
40	
50	
60	
70	
80	
90	
100	
110	
120	
130	
140	
150	
160	
170	
180	
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810	
820	
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860	
870	
880	
890	
900	
910	
920	
930	
940	
950	
960	
970	
980	
990	
1000	

**WELL STATUS
(PROD/TA'D
ABANDONED)**

T.A.'d
Prod.
Prod.
Prod.

Orl
Orl
Orl
Orl

circle FSL/FNL	circle FEL/FWL
<u>3630</u>	<u>2320</u>
<u>1650</u>	<u>2310</u>
<u>990</u>	<u>2310</u>
<u>990</u>	<u>1650</u>

[illegible][illegible][illegible]

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

ASSIGNMENT OF OPERATING RIGHTS

This Assignment of Operating Rights is made and entered into by and between Petroventures, Inc., 1572 East Nichols Drive, Littleton, Colorado 80122, hereinafter referred to as "Assignor"; and Foundation Resources, LLC, 21001 West Maple, Goddard, KS 67502, hereinafter referred to as "Assignee", and is effective as of the 1st day of July, 1996.

1. Granting Clause. Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and-adequacy of which are hereby acknowledged, does hereby grant, bargain, sell, convey, set over, assign and transfer unto Assignee all of Assignor's right, title and interest in, to and under the properties, rights and interests described in 1.1 through 1.2 below (hereinafter called the "Interests"):

1.1 Salt Water Disposal Well Agreement dated August 2, 1984 between Larry Goetz and Florence M. Goetz, his wife and Assignor.

1.2 Operating Agreements in which Assignor is designated Operator and which pertain to the leases specified in Exhibit A hereto.

TO HAVE AND TO HOLD the Interests unto Assignee, its successors and assigns, forever.

2. Personal Property Disclaimer. ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES AS TO PERSONAL PROPERTY AND FIXTURES INCLUDED IN THE INTERESTS (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY AS TO CONDITION, and (iv) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS. By acceptance hereof, Assignee agrees that to the extent required to be operative, the disclaimers of warranties contained herein, are "conspicuous" disclaimers for the purposes of any applicable law, rule or order.

3. Separate Assignments. Separate assignments of the Interests or portions thereof on officially approved forms may be executed by Assignor and delivered to Assignee as necessary to satisfy applicable statutory or regulatory requirements. Such assignments shall be deemed to contain all of the rights, titles, limitations and privileges set forth herein as fully as though they were set forth in each such assignment. The interests conveyed by such separate assignments are the same as, and not in addition to, the Interests conveyed herein.

4. Further Assurances. Assignor will execute, acknowledge and deliver such further conveyances and other instruments as may be reasonably necessary more fully to assure to Assignee, its successors or assigns, all of the respective properties, rights, titles, interests, estates, remedies, powers and privileges by this Assignment granted, bargained, sold, conveyed, set over, assigned and transferred to or otherwise vested in Assignee, or intended so to be.

5. Effective Time. This Assignment shall be effective for all purposes as of 7:00 a.m., local time, on July 1, 1996 (the "Effective Time").

6. Payables; Receivables. Any receivables accruing from operations prior to the Effective Time shall remain the property of Assignor. Assignor hereby represents and warrants to Assignee that it has paid

or will pay all payables with respect to the Interests accruing to it prior to the Effective Date of this Assignment.

7. Indemnification. By acceptance hereof, Assignee agrees to protect, defend, indemnify and hold Assignor, its shareholders, directors, officers, agents and employees, free and harmless from and against any and all costs, expenses, damages, claims, losses, liabilities, demands and causes of action of every kind and character, including but not limited to plugging requirements and pollution and environmental claims, arising out of or resulting from the ownership or operation of the Interest from and after the Effective Time.

8. Miscellaneous.

8.1 Where Interests are subject to existing operating agreements pursuant to which Petroventures, Inc. is acting as operator, Assignee agrees to be bound by the terms of such operating agreements.

8.2 Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Interest against Assignor's predecessors in title to the Interests.

8.3 References herein or in the Exhibits hereto to liens, encumbrances, agreements and other matters shall not be deemed to ratify or acknowledge any such lien, encumbrance agreement or other matter, or to create any rights in any third party.

8.4 This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee, and their respective successors and assigns.

EXECUTED by Assignor on the date reflected in the acknowledgement of execution, but effective for all purposes as of the Effective Time.

WITNESS

"ASSIGNOR"
PETROVENTURES, INC.

[Signature]

[Signature]
Alan C. Wassenberg,
Attorney-in-fact

STATE OF ^{Colorado} ~~KANSAS~~)
COUNTY OF ^{Arapahoe} ~~Arapahoe~~) SS:

The foregoing instrument was acknowledged before me this 11th day of July, 1996, by Alan C. Wassenberg on behalf of Petroventures, Inc.

My Commission Expires:

[Signature]
Notary Public
Elaine M. Markwell

January 12, 1998

COSIGNATURE
FOUNDATION RESOURCES, LLC

[Signature]
Robert Stolzle

"ASSIGNEE"
FOUNDATION RESOURCES, LLC

[Signature]
Kenneth B. Evans
Managing Member

STATE OF KANSAS)
COUNTY OF Sheridan) SS:

The foregoing instrument was acknowledged before me this 16th day of July, 1996, by Kenneth B. Evans, Managing Member.

My Commission Expires: Jan 14, 1997

[Signature]
Notary Public
Jana Leatherl

EXHIBIT "A"

Attached to and made a part of that certain Assignment of Operating Rights between Petroventures, Inc., as Assignor and Foundation Resources, LLC, as Assignee.

Breeden #3 and #5

Date:	March 26, 1980
Lessor:	Edith M. Breeden, a widow
Lessee:	Mark C. Langefeld
Recorded:	Book 192, Page 133
Description:	NW/4 Sec. 13-9S-27W, Sheridan County, Kansas, less the ten-acre spacing unit surrounding the Breeden #8 located SW/4 NE/4 NW/4 13-9S-27W.
Working Interest:	40.62505%
Net Revenue Interest:	35.54689%

Breeden #8

Date:	March 26, 1980
Lessor:	Edith M. Breeden, a widow
Lessee:	Mark C. Langefeld
Recorded:	Book 192, Page 133
Description:	The ten-acre spacing unit surrounding the Breeden #8 located SW/4 NE/4 NW/4 13-9S-27W, Sheridan County, Kansas
Working Interest:	40.62505%
Net Revenue Interest:	35.54689%

Bower #1

Date:	June 23, 1981
Lessor:	Ina Jean Johnson and Sharon Stephens, as individuals and as co-executrix of the estate of Gladys I. Bower, deceased
Lessee:	Petroventures, Inc.
Recorded:	Book 158, Page 321
Description:	E/2 SE/4 and E/2 SW/4 Sec. 5-17S-26W, Ness County, Kansas
Working Interest:	50.0000%
Net Revenue Interest:	43.7500%

Breit #1

Date:	September 29, 1980
Lessor:	Laura Breit
Lessee:	Petroventures, Inc.
Recorded:	Book 151, Page 272
Description:	SE/4 Sec. 8-16S-25W, Ness County, Kansas
Working Interest:	100.0000%
Net Revenue Interest:	87.5000%