

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

\*\*\*\*\*

00105352

Effective Date of Transfer 1-1-00

Lease Name Schreiber

32 Sec. T 16 S R 13 (W) E

Legal Description of Lease: S/2 N/2 SW/4 & N/2 SE/4 & N/2 S/2 SE/4

County Barton

Production Zone(s) LKC/Arbuckle

Injection Zone(s) LKC

Surface Pond Permit No. \_\_\_\_\_

Identify: Emergency Pit ☐ Burn Pit ☐

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

Past Operator's License No. 3613

Past Operator's Name and Address: HALLWOOD ENERGY COMPANIES  
BOX 378111  
DENVER, CO. 80237

Title: \_\_\_\_\_

New Operator's License No. 31430

New Operator's Name and Address WHITE EAGLE RESOURCES CORP.  
P.O. Box 270948  
LOUISVILLE, COLORADO 80027

Title: PRESIDENT

\*\*\*\*\*  
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 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.  
\*\*\*\*\*

WHITE EAGLE is acknowledged as the new operator and may continue to inject fluids as authorized by Docket No. E-12,144. Recommended action \_\_\_\_\_

Date: 3/4/03

Authorized Signature

11/15/2002 MAR 06 2003 11/02

010100 - Schreiber - INT.pdf  
STATE CORPORATION COMMISSION  
CONSERVATION DIVISION  
200 COLORADO DERBY BLDG.  
WICHITA, KS 67202

Check Applicable Boxes:

☒ Oil Lease: No. of Wells \_\_\_\_\_

☐ Gas lease: No. of Wells \_\_\_\_\_

☐ Saltwater Disposal Well Docket No. \_\_\_\_\_  
Docket No. \_\_\_\_\_

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

☒ Enhanced Recovery  
Project Docket No. E-12,144

Entire Project: YES/NO

Number of injection wells 1

Field Name Trapp

\_\_\_\_\_ Feet from N/S Line of Section  
\_\_\_\_\_ Feet from E/W Line of Section

Storage Pit ☐

Date: \_\_\_\_\_

Signature: See Attached Conveyance

Contact Person: MICHAEL JANECZKO

Phone: (303) 465-1496

Oil/Gas Purchaser: NCRA

Date: 1/1/00

Signature: Michael A. Janeczko

\_\_\_\_\_ is acknowledged as the new operator of the above named lease containing the surface pond permitted by No. \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature

\*LOCATION Sec. **32**-T**16**S-R**13**W

\*LEASE NAME

API NO.  
(YR DRLD/PRE '67)

FOOTAGE FROM SECTION LINE  
(i.e. FSL=Feet from South Line)

TYPE OF WELL	WELL STATUS
(OIL/GAS	(PROD/TA'D
INJ/MSW)	ABANDONED)

(OIL/GAS  
INJ/WSW)

125

Circle  
1650  
FSL  
2310  
FEL  
Circle

5/14

[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 each lease. If a lease covers more than one section, please indicate which section each well is located.

SCANNED

**ASSIGNMENT, CONVEYANCE AND BILL OF SALE**

This Assignment, Conveyance and Bill of Sale is made this 6<sup>TH</sup> day of April, 2000, is effective the 1st day of January, 2000, by and between **Hallwood Energy Corporation, EM Nominee Partnership Company, and Hallwood Consolidated Partners, L.P.**, (hereafter, "Assignor"), and **White Eagle Resources Corp.**, (hereafter, "Assignee").

WHEREAS, Assignor is now the owner of certain undivided interests ("Assignor's Interests") in, to and under the following (the "Interests"):

(a) **Leaseholds**: Oil and gas leaseholds, oil, gas and other minerals, including working interests, rights of assignment and reassignment, net revenue interests, record title interests, undeveloped locations and all other interests under or in oil, gas or mineral leases, and interests in rights to explore for and produce oil, gas or other minerals which are described in *Exhibit "A"* (the "**Leases**");

(b) **Rights in Production**: Reversionary interests, backin interests, overriding royalty interests and production payments relating to the leases;

(c) **Contract Rights**: Unit agreements, pooling agreements, orders and decisions of regulatory authorities establishing or relating to units, unit operating agreements, operating agreements, communitization agreements, gas purchase agreements, oil purchase agreements, gathering agreements, transportation agreements, processing or treating agreements, salt water disposal agreements, farmout agreements and farmin agreements, subleases, and any other agreements to the extent assignable relating to the Interests (hereinafter, the "**Contracts**");

(d) **Easements**: Rights-of-way, easements, licenses and servitudes appurtenant to or used in connection with the Interests (hereinafter, the "**Easements**");

(e) **Permits**: Permits and licenses of any nature owned, held or operated in connection with operations for the exploration and production of oil, gas or other minerals to the extent the same are used or obtained in connection with the Interests (hereinafter, the "**Permits**");

(f) **Wells**: Producing, non-producing and shut-in oil and gas wells located on the leases that are described in *Exhibit "B"* (hereinafter, the "**Wells**");

(g) **Equipment**: Personal property, surface equipment, down-hole equipment and pipelines, buildings and inventory used or obtained in connection with the Interests; and

(h) **Remaining Interests**: All other rights and interests in, to or under or derived from the Interests, even though improperly described in or omitted from the *Exhibits*. It is the expressed intent of the parties that all of Assignor's right, title and interest in any and all oil and gas properties described on *Exhibits "A"* or "*B*" be assigned to Assignee hereunder except as specifically excepted and reserved herein.

WHEREAS, Assignor desires to assign, convey and deliver to Assignee, and Assignee desires to accept all of Assignor's right, title and interest in the Interests insofar and only insofar as the Interests relate to rights, titles and interests described in *Exhibit "A"*; and

WHEREAS, as consideration for this Assignment, Assignee has paid Assignor the sum of One Hundred Dollars (\$100) plus other valuable and sufficient benefits, the receipt of which is acknowledged by Assignor.

NOW, THEREFORE, Assignor hereby grants, bargains, sells, transfers, assigns and conveys to Assignee all of Assignor's right, title and interest in, to and under the Interests insofar and only insofar as such Interests relate to rights, titles and interests described on *Exhibit "A."* Assignor hereby warrants and defends its title to the Interests by, through and under Assignor, but not otherwise. Assignor also hereby grants and transfers to Assignee, its successors and assigns, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Interests against Assignor's predecessors in title.

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

The provisions of this Assignment, Conveyance and Bill of Sale shall be construed as covenants running with the leases and shall be binding upon Assignee, its successors and assigns. Assignee specifically assumes all obligations to properly plug, abandon and remediate all wells comprising the Interests and shall indemnify and hold Assignor harmless from any and all such costs and obligations.

It is understood and agreed between the parties that the execution of additional assignments of certain individual leases herein described, may be required on approved governmental forms to facilitate approval of this transaction by governmental agencies; Assignor hereby agrees to execute and furnish to Assignee such documents, and such further assurances, as may be necessary to effectuate all of the terms of this Assignment.

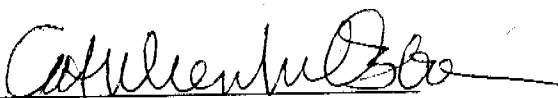
From and after the Effective Date hereof, Assignee assumes and agrees to fully perform as they accrue all of the express and implied covenants, duties, obligations and conditions of the Interests, overriding royalty interests and other burdens of record as of the Effective Date, all farmout agreements, farm-in agreements and the existing contracts and agreements in Assignor's files which were provided to Assignee and which affect the Interests. Said Interests and agreements referenced immediately above are sometimes hereinafter collectively referred to as the "Existing Agreements". Assignee indemnifies and agrees to defend and hold Assignor harmless from and against any and all demands, liabilities, costs, or claims for damages, losses and forfeitures that are based on any failure, or alleged failure, of Assignee to comply with the express or implied covenants of said Leases and the Existing Agreements as well as any act or omission of Assignee relating to the Interests. Assignee's obligations and indemnities provided in this paragraph shall not apply to any act, event or omission that occurs or accrues prior to the Effective Date.

Except as provided herein this Assignment and Bill of Sale is made without warranty of title, expressed or implied. ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY OF ANY OF THE EQUIPMENT APPLICABLE TO THE INTERESTS OR ITS FITNESS FOR ANY PURPOSE, ASSIGNEE HAVING SATISFIED ITSELF AS TO THE CONDITION OF SAME, AND ASSIGNEE AGREEING THAT IT ACCEPTS THE SAME IN ITS "AS IS, WHERE IS" CONDITION.

This Assignment, Conveyance and Bill of Sale is effective for all purposes on January 1, 2000.

ASSIGNOR

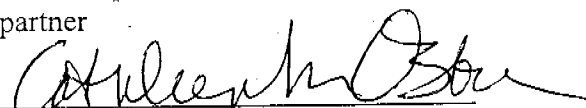
**HALLWOOD ENERGY CORPORATION**

By: 

Cathleen M. Osborn  
Vice President

**EM NOMINEE PARTNERSHIP  
COMPANY**

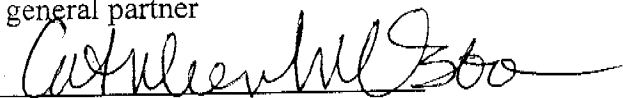
By: HEC Acquisition Corp., general  
partner

By: 

Cathleen M. Osborn  
Vice President

**HALLWOOD CONSOLIDATED PARTNERS, L.P.**


By: Hallwood Consolidated Resources Corporation,  
general partner

By: 

Cathleen M. Osborn  
Vice President

ASSIGNEE

**WHITE EAGLE RESOURCES CORP.**

By: 

Mike Janeczko  
President

## ACKNOWLEDGEMENTS

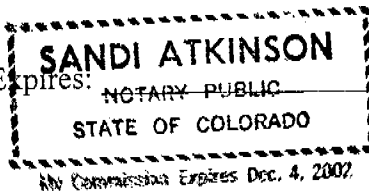
STATE OF COLORADO )

) SS:

City and County of Denver )

The foregoing instrument was acknowledged before me this 6th day of April, 2000, by Cathleen M. Osborn as Vice President of Hallwood Energy Corporation, on behalf of such corporation.

My Commission Expires:



Notary Public

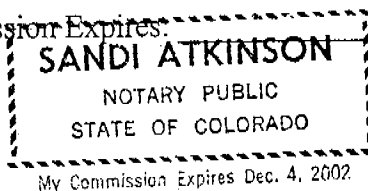
STATE OF COLORADO )

) SS:

City and County of Denver )

The foregoing instrument was acknowledged before me this 6th day of April, 2000, by Cathleen M. Osborn as Vice President of HEC Acquisition Corp., the general partner of EM Nominee Partnership Company, on behalf of such corporation.

My Commission Expires: \_\_\_\_\_



Notary Public

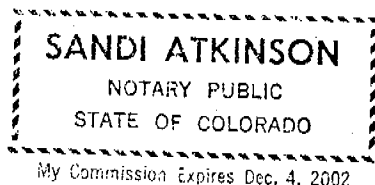
STATE OF COLORADO )

) SS:

City and County of Denver )

The foregoing instrument was acknowledged before me this 6th day of April, 2000, by Cathleen M. Osborn as Vice President of Hallwood Consolidated Resources Corporation, the general partner of Hallwood Consolidated Partners, L.P., on behalf of such corporation.

My Commission Expires:

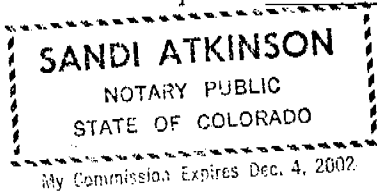


Notary Public

City and County of Denver )

The foregoing instrument was acknowledged before me this 6th day of April, 2000, by Mike Janeczko as President of White Eagle Resources Corp., on behalf of such corporation.

My Commission Expires: \_\_\_\_\_



Sarah Robinson  
Notary Public

State of Kansas }  
Barton Co. } ss.

This instrument was filed for record on the 174 day of April A.D., 2000  
at 9:50 o'clock A. M. and duly recorded  
in book 587 of Record  
Page 779 Fee \$ 24.00

**Marcia G. Johnson - Register of Deeds**

Direct\_\_\_\_\_

Invert\_\_\_\_\_

indexed

Num\_\_\_\_\_

Cross\_\_\_\_\_

LE217

EXHIBIT A  
LEASE SCHEDULE

Well: RUDE, SCHREIBER #15 SWD  
SPG: KANSAS MISC  
County: BARTON  
State: KANSAS

Lease # 8805  
Book, Page 267,148  
Use Date 07/10/64  
Lessor Name CHRISTINA RUDE  
WARREN A RUDE  
RUBY SUSANK MOHL

Lessee Name  
WILLIAM C SALOME III

Township Range	Section	Description
16S 13W	32	SWSW; W/2SESW