

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION
**REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form T-1
April 2004
Form must be Typed
Form must be Signed
All blanks must be Filled

Check Applicable Boxes:

- ☒ Oil Lease: No. of Oil Wells 1 **
☐ Gas Lease: No. of Gas Wells _____ **
☐ Gas Gathering System: _____
☒ Saltwater Disposal Well - Permit No.: D-25,677
Spot Location: 2970 feet from ☐ N / ☒ S Line
4950 feet from ☒ E / ☐ W Line
☐ Enhanced Recovery Project Permit No.: _____
Entire Project: ☐ Yes ☐ No
Number of Injection Wells _____ **

Field Name: _____

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

Effective Date of Transfer: 3-1-1998
KS Dept of Revenue Lease No.: 121492 ✓
Lease Name: Barnes
_____-_____-_____- NW Sec. 19 Twp. 14 R. 19 ☐ E ☒ W
Legal Description of Lease: NW Quarter of Section 19, Twn. 14 S., Rng. 19 W., Ellis County
County: Ellis
Production Zone(s): Lansing
Injection Zone(s): Arbuckle

Surface Pit Permit No.: P02267
(API No. if Drill Pit, WO or Haul)

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

Past Operator's License No. 31638 (Inactive) 2-28-02 ✓
Past Operator's Name & Address: Manta Petroleum, Inc.
P. O. Box 370242, Denver, Colorado 80237-0242
Title: President

Contact Person: Steve Beckley
Phone: 303-793-9584 disconnected
Date: _____
Signature: _____

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New Operator's License No. 30961 ✓
New Operator's Name & Address: APS, Inc.
John T. Barnes
615 Munjor Road, Hays, Kansas 67601
Title: President

Contact Person: Tom Barnes II (785-267-3410)
Phone: 785-625-5061
Oil / Gas Purchaser: NCRA
Date: 2-8-2006
Signature: John T. Barnes

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Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit 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 pit permit.

APS, Inc. is acknowledged as the
new operator and may continue to inject fluids as authorized by
Permit No. D-25,677. Recommended action: TAD
per CP-111 - 3/1/2006
Date: 5-11-06 Barbara M. Mandy
Authorized Signature

APS, Inc. is acknowledged as the
new operator of the above named lease containing the surface pit
permitted by No.: P02267
Date: 5/10/06 Jonelle R. Raina
Authorized Signature

DISTRICT _____ EPR 5-10-06 PRODUCTION MAY 11 2006 UIC _____
Mail to: Past Operator 5-11-06 New Operator 5-11-06 District 4 5-11-06

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

030196 Barnes INT.pdf

* Lease Name: Barnes

* Location: NW/4 Sec. 19, Twn. 14 S., Rng. 19 W., Ellis County

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.

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Tom R. Barnes, Trustee of the Ila E. Bohonicky Revocable Trust dated October 24, 1995, hereinafter referred to as "Assignor," does hereby sell, assign, convey and transfer to Tom R. Barnes and Mary C. Barnes as Joint Tenants and not as Tenants in Common, hereinafter referred to as "Assignees" all Assignor's rights, title and interest in and to the Oil and Gas Lease dated February 4, 1982 and the Oil and Gas Lease dated August 30, 1985 by and between Tom R. Barnes and Mary C. Barnes, his wife, as Lessors, and Triple-H Oil Operations, as Lessee, said lease having been recorded in Book 319, Page 657 and Book 354, Page 249, respectively of the records of the office of the Register of Deeds of Ellis County, Kansas, insofar as said leases cover the following described lands in Ellis County, Kansas, to wit:

Photo MT
Direct MT
In Direct MT
Numerical MT
Checked MT

The Northwest Quarter of Section 19, Township 14 South, Range 19 West of the 6th T.M., together with the rights incident thereto and the personal property appurtenant thereto, or use or obtained in connection therewith,

and for the same consideration the Assignor covenants with the Assignees, their heirs, successors and assigns that the Assignor is the lawful owner of and has good title to the interest above assigned in and to said leases, free and clear of all liens, encumbrances or adverse claims.

THIS ASSIGNMENT TO BE EFFECTIVE March 1, 1998.

STATE OF KANSAS
ELLIS COUNTY

This instrument was filed for record

FEB 24 1999

9:15 a.m. A M recorded
4/4 of Records page 14
Book 354 Page 249
First 100 Register of Deeds



ILA E. BOHONICKY REVOCABLE TRUST

Dated October 24, 1995

By: Tom R. Barnes
TOM R. BARNES, TRUSTEE

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STATE OF KANSAS

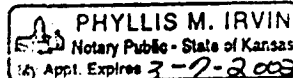
COUNTY OF ELLIS

On this 23 day of February, 1999, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally appeared Tom R. Barnes, Trustee of the Ila E. Bohonicky Revocable Trust Dated October 24, 1995, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same for and on behalf of said Trust, 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.

Phyllis M. Irvin
NOTARY PUBLIC

My appt. exp. 3-7-2002



BOOK 464 PAGE 14

Tom R. Barnes
750 Mount Pleasant Rd
Hays KS

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Trego Ellis Limited Liability Company, Howard Homeward Concrete Steps of Rochester, Inc., and S. B. Beckley and Associates, Inc., hereinafter referred to as "Assignors", do hereby sell, assign, convey and transfer to Tom R. Barnes, Trustee, of the Ila E. Bohonicky Revocable Trust dated October 24, 1995, hereinafter referred to as "Assignee", all of Assignors' rights, title and interest in and to the Oil and Gas Lease dated February 4, 1982 and the Oil and Gas Lease dated August 30, 1985 by and between Tom R. Barnes and Mary C. Barnes, his wife, as Lessors, and Triple-H Oil Operations, as Lessee, said leases having been recorded in Book 319, Page 657 and Book 354, Page 249, respectively of the records of the office of the Register of Deeds of Ellis County, Kansas, insofar as said leases cover the following described lands in Ellis County, Kansas, to wit:

The Northwest Quarter Section 19, Township 14 South,
Range 19 West of the Sixth P.M.,

Photo mm
Direct mm
In Direct mm
Numerical mm
Checked mm

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 Assignors covenant with the Assignee, its or his heirs, successor or assigns that the Assignors are the lawful owner of and have good title to the interest above assigned in and to said leases, free and clear from all liens, encumbrances or adverse claims.

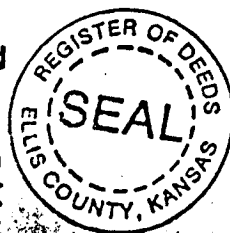
THIS ASSIGNMENT TO BE EFFECTIVE March 1, 1998.

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STATE OF KANSAS }
ELLIS COUNTY }
This instrument was filed for record

APR 1 1998

8:45 am
446 1st recording page 883
Fee 1.200
Register of Deeds



TREGO ELLIS LIMITED LIABILITY, CO.

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BY Lester Goldstein
LESTER GOLDSTEIN, Manager

Tom Barnes
2887 SW Maclellan Ave
Topeka KS 66611

BOOK 446 PAGE 883

HOWARD HOMEWARD CONCRETE STEPS
OF ROCHESTER, INC.

BY: 

LOU BLANDA, Title:

ATTEST:

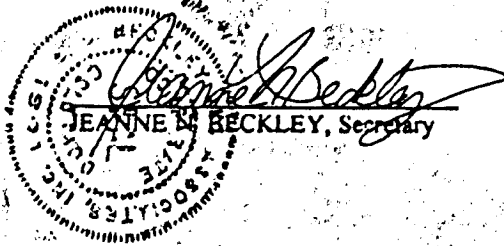
, Secretary

S. B. BECKLEY & ASSOCIATES, INC.

BY: 

STEVE B. BECKLEY, President

ATTEST:



STATE OF Colorado

SS:
COUNTY OF Adams

BE IT REMEMBERED, that on this 19th day of March, 1998, the undersigned, a Notary Public in and for the County and State aforesaid, came LESTER GOLDSTEIN, Manager of Trego Ellis Limited Liability, Co., who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for and on behalf of Trego Ellis Limited Liability, Co.

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STATE OF KANSAS MAR 6 1995
ELLIS COUNTY
This instrument was filed for record

11:30 O'clock A M recorded in
409 of 2002 Page 382
Fees 12.00
Register of Deeds

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE (this "Assignment"), is from Leo Fox, 109 E. South Temple #4H, Salt Lake City, UT 84111, and Hamilton Rail Limited Liability Company, 3917 S. Peach Way, Denver, CO 80237, and Stephen Hayutin, 8062 E. Desert Pine Dr., Anaheim Hills, CA 92808, and Yates Moving Systems, Inc., 5591 Hackney Ct., Parker, CO 80134, to S. B. Beckley and Associates, Inc., a Colorado Corporation whose address is P.O. Box 4491, Englewood, CO 80155, (hereinafter referred to as "Assignee").

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 sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell, convey, assign, transfer, and set over unto S. B. Beckley and Associates, Inc., the following described interests set opposite their respective names, to-wit:

Leo Fox	4.2144%
Hamilton Rail Limited Liability Company	15.0144%
Stephen Hayutin	.4992%
Yates Moving Systems, Inc.	7.3728%

in and to the following described interests in and to the oil and gas leases and other leases, licenses and orders (the "Leases") described on Exhibit "A" attached hereto and made a part hereof, together with all of the wells and the personal property, fixtures and equipment thereon, or used or obtained in connection therewith, all contracts, permits, easements and orders in any way relating to the Leases, the operations conducted thereon, or the sale of hydrocarbons produced therefrom, and all rights appurtenant thereto (the "Interests").

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

2. WARRANTY: EFFECTIVE TIME. This Assignment is made with warranty of title by assignor and is effective as of 7:00 a.m., Local Time on February 1, 1995, (the "Effective Time").

3. PERSONAL PROPERTY DISCLAIMER. ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES AS TO PERSONAL PROPERTY AND FIXTURES (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (ii) ANY IMPLIED OR EXPRESS WARRANTY OR 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 purposes of any applicable law, rule or order.

S. B. Beckley and
Associates, Inc. P.O. Box 4491
Englewood, CO 80155.

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4. MISCELLANEOUS

4.1 Assignor hereby grants and transfers to Assignee, their 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 Interests. Assignors' predece in title to the Interests.

4.2 This Assignment is made subject to the terms and conditions of the leases and to the agreements, orders, restrictions and limitations set forth in Exhibit "A", and to any and all existing royalties, excess royalties, overriding royalty interests, or other payments out of production with which said Leases may be burdened. References herein 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.

4.3 Unless provided otherwise, all recording references in Exhibit "A" are to the real property records of the county in which the interests are located.

4.4 Assignee does hereby assume and agree to perform from and after the Effective Time, all contractual and regulatory obligations of Assignor, (or which run with the Interests), arising after the Effective Time under, in connection with or resulting from (i) the ownership or operation of the Interests after the Effective Time, (ii) the Leases and all prior adjustments thereof, (iii) all joint operating or similar agreements pursuant to which operations are conducted on the Interests, and (iv) the agreements, if any, described on Exhibit "A".

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

EXECUTED this 22nd day of February, 1995.

Leo Fox
Leo Fox

Hamilton Rail Limited Liability Company

By J. S. Soto
Title Manager

Stephen Hayutin
Stephen Hayutin

Yates Moving Systems, Inc.

By John R. Yates
Title President

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