

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

APR - 9 2002  
DOCK 107395  
CONSERVATION DIVISION

Check Applicable Boxes:

☒ Oil Lease: No. of Wells 1 \*\*

☐ 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 Project Docket No.     

Entire Project: ☐ Yes ☐ No

Number of Injection Wells      \*\*

Field Name: Alfalfa

Effective Date of Transfer: March 4, 2002

Lease Name: Mattingly

     C      NE      NW Sec. 12 Twp. 34 R. 6 ☐ E ☒ W

Legal Description of Lease:     

East Half of the Northwest Quarter (E/2 NW/4)

County: Harper

Production Zone(s): Kansas City

Injection Zone(s):     

Surface Pond Permit # NA  
(API # If Drill Pit)

     feet from N / S Line of Section

     feet from E / W Line of Section

Identify: ☐ Emergency Pit ☐ Burn Pit ☐ Storage Pit ☐ Drill Pit

Past Operator's License No. NA

Past Operator's Name & Address: John H. Mattingly, Jr. & Max E. Mattingly, Co-Executors, Estate of Gladys E. Mattingly

Title: Fee Title Owner (Landowner)

Contact Person: John H. Mattingly, Jr.

Phone: (620) 842-5612

Date: April 1, 2002

Signature: John H. Mattingly, Jr. & Max E. Mattingly, Co-Executors

New Operator's License No. 5363

New Operator's Name & Address: BEREXCO INC., P.O. Box 20380, Wichita, KS 67208

Title: District Engineer

Contact Person: Gary Misak

Phone: (316) 265-3311

Oil / Gas Purchaser: Central Crude

Date: April 1, 2002

Signature: Gary Misak

**Acknowledgment of Transfer:** The above request for transfer of injection authorization, surface pond permit # NA 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:     

Date:       
Authorized Signature

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

Date:       
Authorized Signature

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

EPOR 6/5/03 FROM JUN 06 2003 TO 6/6/03

**Must Be Filed For All Wells**

\* Lease Name: Mattingly \* Location: E/2 NW/4 Sec. 12-34S-6W, Harper County

[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.

## AFFIDAVIT OF PRODUCTION

STATE OF KANSAS, HARPER COUNTY, SS  
This instrument was filed for record  
on this 3rd day of April  
A.D. 2002 at 10:00 o'clock A. M.  
and duly recorded in book 87 on  
page 916 fee \$ 6.00  
Rhonda Berry  
Register of Deeds  
By Dorothy A. Nickel  
Deputy

[illegible]

Charles B. Spradlin, Jr., of lawful age, being first duly sworn, upon his oath, deposes and states:

That he is Executive Vice-President/Land Manager of BEREXCO INC. and is duly authorized to make this Affidavit.

That BEREXCO INC., as operator, commenced operations on March 14, 2002 on a test well known as the Mattingly #1 at the following location, to-wit:

Center of the Northeast Quarter of the Northwest Quarter (C NE NW) of  
Section 12, Township 34 South, Range 6 West, Harper County, Kansas

That BEREXCO INC. is the present owner of certain rights in and to the following described oil and gas lease covering lands situated in Harper County, Kansas, to-wit:

Date: September 21, 2001  
Lessor: John H. Mattingly, Jr. Attorney in Fact for Gladys E. Mattingly also known as Gladys Mattingly, a widow  
Lessee: J. Fred Hambright, Inc.  
Description: East Half of the Northwest Quarter of Section 12-34S-6W, Harper County, Kansas  
Recorded: Book 87 at Page 721

That on March 20, 2002, the Mattingly #1 well was completed as a well capable of producing oil in commercial quantities.


That this Affidavit is executed in accordance with Article 205, Chapter 55, General Statutes of Kansas, Annotated, 1949, for the purposes of placing same on record in Harper County, Kansas, to the end that all parties in interest in the above described lease may be duly notified that the oil and gas lease above described is declared to be held by production of oil from the well located as above described.

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KANSAS CORPORATION COMMISSION

APR - 9 2002

**CONSERVATION DIVISION**

BEREXCO INC.

  
Charles B. Spradlin, Jr.  
Executive Vice-President/Land Manager

[illegible]

on this 15th day of March  
A.D. 2002 at 3:20 o'clock P M.  
and duly recorded in book 87 on  
page 900 fee \$ 8.00  
Rhonda Berry  
Register of Deeds

**ASSIGNMENT AND BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS:

By \_\_\_\_\_ Deputy

That **Paul C. Carageannis, dba Seed Group**, hereinafter collectively 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 is hereby acknowledged, does hereby, subject to the reservations hereinafter contained, grant, convey, sell, assign, transfer, set over and deliver unto **BEREXCO INC.**, P.O. Box 20380, Wichita, Kansas 67208, hereinafter called "Assignee", all of Assignor's right, title and interest in and to the following described lands, situated in Harper County, Kansas, to wit:

**The East Half of the Northwest Quarter (E/2 NW/4) of Section 12, Township 34 South, Range 6 West,**

including, but not limited to, all of Assignor's right, title and interest in and to that certain Oil and Gas Lease dated June 20, 1960, executed by J. H. Mattingly and Gladys Mattingly, his wife, as Lessors, to Robert H. Kirk, as Lessee, recorded Book 23M, Page 471, insofar as said lease covers and applies to the aforesaid lands.

For the same consideration, Assignor does hereby sell, assign, transfer, and convey unto said Assignee the Mattingly #1 well, located on said lands covered hereby, together with all material and equipment therein and thereon and used in connection therewith including, but not limited to: wellhead and wellhead connections, production string of 2 3/8" tubing, production string of 3/4" rods, and one (1) 200 Bbl. stock tank. Assignor hereby excepts and reserves from this Assignment the following equipment; one (1) downhole pump, one (1) Cabot pumping unit, one (1) C-66 engine, one (1) Fairbanks 208 engine, and one (1) Fairbanks 503 engine.

This Assignment, as the same pertains to the Mattingly #1 well and all material and equipment covered hereby, is made without warranty, express or implied, as to merchantability and fitness for any particular purpose, and Assignee accepts such well, material and equipment "as is, where is".

Assignor hereby covenants, promises and agrees with the Assignee that it has the legal power and lawful authority to convey the rights, titles and interests conveyed herein, and that said rights, titles and interests, including the said well, material and equipment, are free and clear from all liens, claims and encumbrances created by Assignor or under its authority, and that the undersigned shall warrant and defend the same against the lawful claims and demands of all persons claiming by, through and under the Assignor, but not otherwise.

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

IN WITNESS WHEREOF, this Assignment, Bill of Sale has been executed on this 14th day of March, 2002, but is to be effective March 1, 2002, at 12:01 a.m.

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APR - 9 2002

CONSERVATION DIVISION

"ASSIGNOR"

Paul C. Carageannis, dba Seed Group

By: Paul C. Carageannis

STATE OF KANSAS )

COUNTY OF Harper ) §

Before me the undersigned, a Notary Public, within and for said County and State, on this 14<sup>th</sup> day March, 2002, personally appeared Paul C. Carageannis, personally known to me to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires:



Daniel M. Bird  
Notary Public

STATE OF KANSAS )

COUNTY OF SEDGWICK ) §

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of March, 2002, by Charles B. Spradlin, Jr. Executive Vice-President of BEREXCO INC., on behalf of the corporation.

My commission expires:  
April 11, 2004

Betty J. Terbush  
Betty J. Terbush, Notary Public



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APR - 9 2002

CONSERVATION DIVISION



Reorder No.  
09-162

**KANSAS BLUE PRINT CO. INC.**  
314-264-8344 • P.O. Box 793 • Wichita, KS 67201-0793

(This Space Reserved for Filing Stamp)

Mid-Continent Association Form B

# ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned,

J. FRED HAMBRIGHT, INC.

hereinafter called Assignor (whether one or more), for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto Berexco Inc., P. O. Box 20380,  
Wichita, KS 67208

(hereinafter called Assignee), all right, title and interest in and to the oil and gas lease dated September 21 2001 from

John H. Mattingly, Jr. Attorney in Fact for Gladys Mattingly also known as Gladys Mattingly, a widow

to J. Fred Hambright, Inc. lessor  
lessee

recorded in book 87, page 721 insofar as said lease covers the following described land in Harper County, State of Kansas

Township 34 South, Range 6 West  
Section 12: E/2NW/4

Return to:  
BEREXCO INC.  
P.O. BOX 20380  
WICHITA KS 67208

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APR - 9 2002

CONSERVATION DIVISION

of Section --- Township --- Range --- and containing 80 acres, more or less 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 Assignor covenants with the Assignee, its or his heirs, successors or assigns: That the Assignor is the lawful owner of and has good title to the interest above assigned in and to said lease, estate, rights and 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.

EXECUTED, This 15th day of January, 2002

\_\_\_\_\_  
\_\_\_\_\_

J. FRED HAMBRIGHT, INC.  
BY [Signature]  
J. Fred Hambright, President

STATE OF \_\_\_\_\_ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans. Okla. and Colo.)  
COUNTY OF \_\_\_\_\_

Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_ personally appeared \_\_\_\_\_ and \_\_\_\_\_

to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

63U (Rev. 1993)

## OIL AND GAS LEASE

Reorder No.  
09-115
 X-1996  
 P.O. Box 793  
 Wichita, KS 67201-0793  
 1-888-4KSBLLIE  
 1-316-264-9344 Wichita  
 1-316-264-5165 fax  
 www.kbp.com • kbp@kbp.com

AGREEMENT, Made and entered into the 21st day of September, 2001  
 by and between John H. Mattingly, Jr. Attorney in Fact for Gladys E. Mattingly also known as  
Gladys Mattingly, a widow

whose mailing address is \_\_\_\_\_ hereinafter called Lessor (whether one or more),  
 and J. Fred Hambright, Inc. 125 N. Market #1415 Wichita, Ks. 67202

hereinafter called Lessee:

Lessor, in consideration of Ten & more Dollars (\$ 10.00+) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Harper State of Kansas described as follows to-wit:

Township 34 South-Range 6 WestSection 12: E/2W/4

In Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ and containing 80 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of one (1) year years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, ~~except water from the wells of lessor.~~

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

This lease is subject to the rights and privileges, and responsibilities, of the owners of that certain oil and gas lease recorded at Bk. M-23, page 471 dated June 20, 1960.

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 KANSAS CORPORATION COMMISSION

No. \_\_\_\_\_

# OIL AND GAS LEASE

FROM

TO

Date \_\_\_\_\_

Section \_\_\_\_\_ Twp. \_\_\_\_\_ Rge. \_\_\_\_\_

No. of Acres \_\_\_\_\_ Term \_\_\_\_\_

County \_\_\_\_\_

STATE OF Kansas

County Harper

This instrument was filed for record on the 21st day of September, 2001.

at 1:50 o'clock P M., and duly recorded in Book 87 Page 721 of

the records of this office. 10.00

Rhonda Berry Register of Deeds.

By \_\_\_\_\_

When recorded, return to \_\_\_\_\_

ORIGINAL COMPARED WITH RECORD  
MICROFILMED

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOKCoNe)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOKCoNe)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Notary Public

Notary Public

ACKNOWLEDGMENT FOR CORPORATION (KsOKCoNe)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ a \_\_\_\_\_ corporation, on behalf of the corporation. My commission expires \_\_\_\_\_

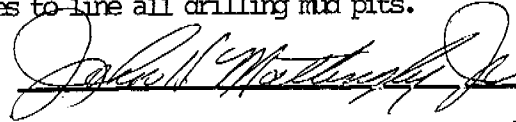
Notary Public



Rider attached to Mattingly POA lease dated 9-21-01

If at the end of the primary term this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term shall pay or tender to Lessor or deposit to the credit of the Lessor in the named depository Bank the sum of Fifteen Dollars (\$15.00) multiplied by the number of net mineral acres owned by Lessor in the land above described and then subject to this lease; and subject to the other provisions of this lease, said lease shall thereby be modified and the primary term shall be extended for an additional term of 1 years from the end of the primary term hereof. ~~In the event Lessee so elects to extend the primary term of this lease as provided, Lessee shall not be obligated to pay delay rentals as provided in this lease, for the first year of the extended primary term; and thereafter Lessee may resume regular rental payments in the amount and manner as provided in this lease.~~

Lessee or assigns further agrees to restore the surface of the ground as nearly as practicable to original contour and condition where alterations are a result of their operations, and pay for any damage caused by their operations. Lessee or assigns agrees to line all drilling mud pits.



John H. Mattingly, Jr. POA for Gladys E. Mattingly, also known as Gladys Mattingly

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APR - 9 2002

CONSERVATION DIVISION

# AFFIDAVIT OF NON-PRODUCTION

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KANSAS CORPORATION COMMISSION

STATE OF Kansas }  
COUNTY OF Harper } ss.

APR - 9 2002

John H. Mattingly, Jr., of lawful age, being first duly sworn on his oath, says  
that he is familiar with the following described property, to-wit:

Township 34 South Range 6 West

Section 12: E/2NW/4

STATE OF KANSAS, HARPER COUNTY, SS  
This instrument was filed for record  
on this 21st day of September  
A.D. 2001 at 2:00 o'clock P. M.  
and recorded in book 87 on  
722 fee \$ 6.00  
Rhonda Berry  
Register of Deeds  
Deputy

ORIGINAL COMPARED WITH RECORD  
MICROFILMED

which property is owned by Gladys E. Mattingly, also known as Gladys Mattingly

Affiant knows of his own knowledge that there is at present no production of oil or gas on said land and  
that there has been no production of oil or gas on said land since November of 2000  
and the existing well is not capable of production and has no pumping unit on the lease, and  
there are not now or have been since November 2000 any operations for reworking employed.

Affiant further saith not.

John H. Mattingly, Jr.  
John H. Mattingly, Jr.

STATE OF Kansas }  
COUNTY OF Harper } ss.

ACKNOWLEDGMENT FOR INDIVIDUAL  
(KsOkCoNe)

Before me, the undersigned, a Notary Public, within and for said County and State on this 21st  
day of September, 2001, personally appeared John H. Mattingly, Jr.  
and \_\_\_\_\_, to me personally known to be the identical  
person who executed the within and foregoing instrument and acknowledged to me that he executed  
the same as a free and voluntary act and deed for the uses and purposes therein set forth, and at the same  
time the affiant was by me duly sworn to the foregoing Affidavit.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above  
written.

**JAMES A. HUTCHINSON**  
NOTARY PUBLIC  
STATE OF KANSAS

My commission expires

MY APPT. EXPIRES July 1, 2002

James A. Hutchinson  
Notary Public