

RECEIVED

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form T-1

June 2000

Form must be Typed  
Form must be Signed  
All blanks must be Filled

FEB 25 2002

## REQUEST FOR CHANGE OF OPERATOR

## TRANSFER OF INJECTION OR SURFACE POND PERMIT

KCC WICHITA

Check Applicable Boxes:

☒ Oil Lease: No. of Wells 3 \*\*☐ Gas Lease: No. of Wells \_\_\_\_\_ \*\*

\*\* Side Two Must Be Completed.

☒ Saltwater Disposal Well - Docket No. D-26, 518 \*Spot Location: 3630 feet from N / S Line1650 feet from E / W Line☐ Enhanced Recovery Project Docket No. \_\_\_\_\_Entire Project: ☐ Yes ☐ No

Number of Injection Wells \_\_\_\_\_ \*\*

Field Name: BerlandEffective Date of Transfer: May 1, 2001Lease Name: SutorNW \_\_\_\_\_ Sec. 13 Twp. 10S R. 20 ☐ E ☒ WLegal Description of Lease: NW/4 SEC. 13 &NE/4 SW/4 NE/4 13-10-20County: RooksProduction Zone(s): Lansing-Kansas City, ArbuckleInjection Zone(s): Granite Wash

Surface Pond Permit # \_\_\_\_\_

(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 PitPast Operator's License No. 31638Past Operator's Name & Address: Manta Petroleum, Inc.P.O. Box 4491, Englewood, CO 80155Title: PresidentContact Person: Steve BeckleyPhone: (970) 945-4228 (ext. 13)Date: May 5, 2001Signature: X see attachedNew Operator's License No. 32500New Operator's Name & Address: T&P Oil & Gas, LLC7801 MetcalfOverland Park, KS 66204Title: PartnerContact Person: Tom RagusaPhone: (913) 642-5050Oil / Gas Purchaser: National Coop Refinery Assoc.Date: May 21, 01Signature: Fu T &

**Acknowledgment 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 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

\* Tom Rancy partner w/ Tom Ragusa said Manta was only involved  
w/ the prod & not w/ inj. phone call on 7/18/05

FEB 25 2002

~~KCC WICHITA~~

passed 2/18/01  
passed 12/18/01

\* 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.

RECEIVED

APR 29 2002

KCC WICHITA

BK 0312 PG 728

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

This Assignment, Conveyance and Bill of Sale ("Assignment") dated effective as of May 1, 2001, at 7:00 a.m. local time at the location of the Properties, hereinafter defined, (the "Effective Date") is made by S. B. Beckley & Associates, Inc., a Colorado corporation, whose address is P.O. Box 4491, Englewood, CO 80155, RIM Offshore, Inc., a Colorado corporation, whose address is 5 Inverness Drive East, Englewood, Colorado 80112 (collectively "Assignors", individually "Assignor"), to T&P Oil and Gas, LLC, a Kansas Corporation, whose address is 7801 Metcalf, Overland Park, KS 66204 ("Assignee").

**WITNESSETH**

Assignors, in consideration of One Dollar (\$1.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, do hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto Assignee subject to the terms hereof, the following described properties and rights (herein collectively referred to as the "Properties"):

- (i) All of Assignors' undivided interests in and to the oil, gas and mineral (or oil and gas) leases described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Leases"), subject to all encumbrances, exceptions, conditions, limitations, contracts, and agreements, relating to the Leases and shown of record on the date hereof. It is Assignors' intention to convey, and Assignors do hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignees all of Assignors' right, title and interest in, to, and under the Leases, even though such interests, the lands covered thereby, or the Leases themselves be incorrectly described or a description of any such interest or lands be omitted from Exhibit "A";
- (ii) All of Assignors' undivided interests in and to all presently existing unitization and pooling agreements and statutorily, judicially or administratively created drilling, spacing and/or production units, whether recorded or unrecorded, which relate to the Leases, and all of Assignors' interest in and to the properties covered or units created thereby which are attributable to the Leases;
- (iii) All of Assignors' undivided interests in and to all presently existing and valid oil, casinghead gas and gas sales, operating, farmout, pooling, purchase, exchange and processing contracts and agreements, partnership and joint venture agreements and any other contracts agreements, partnership and joint venture agreements and any other contracts, agreements and instruments which pertain to the Leases or any properties pooled or unitized therewith;
- (iv) All of Assignors' undivided interests in and to all petroleum and hydrocarbons stored upon or produced from the Leases or any property pooled or unitized therewith from and after the Effective Date, which are attributable to the Leases;
- (v) All of Assignors' undivided interests in and to all easements, permits, licenses, servitudes, rights-of-way, pipelines, power lines, telephone and telegraph lines, communications facilities and all other rights and appurtenances situated on or used in connection with the Leases or any properties pooled or unitized therewith; and
- (vi) Except for the excluded assets described on Exhibit "B" which are retained by Assignors, all of Assignors' undivided interests in and to all tangible personal property, equipment, fixtures, improvements, easements, permits, licenses, servitudes and other appurtenances including, but not by way of limitation, all wells, injection wells, salt water disposal facilities, well heads, casing, tubing, pumps, motors, gauges, valves, heaters, treaters, gathering lines, flow lines, gas lines, water lines, vessels, tanks, boilers, separators, buildings fixtures, platforms, machinery, tools, treating equipment, compressors, and other equipment, pipelines, power lines, telephone and telegraph lines, transportation and communication facilities, and other appurtenances situated upon the lands covered by the Leases conveyed herein or any land or lands pooled or unitized therewith or used or obtained in connection with the production, treating, storing or transportation of oil, gas and other hydrocarbons or minerals therefrom;

State of Kansas)  
Rooks County)

Received for record at 2:00 o'clock P.M. on 14 day  
May, 20, 01, and recorded in Book 328 of  
Records at page 728  
Register of Deeds Rosalee Sprick

Notwithstanding the foregoing, and without limitation of the special warranty set forth below, Assignors hereby grant, assign, convey and transfer to Assignee all Assignors' right, title and interest in, to and under the Leases and any other asset described on Exhibit "A" and not excluded on Exhibit "B" hereto or appurtenant thereto.

TO HAVE AND TO HOLD the Properties, together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and Assignee's successors and assigns forever; and Assignors do by these presents bind themselves and their successors and assigns, to WARRANT and FOREVER DEFEND title to the leases, lands, wells and equipment against every person whomsoever lawfully claiming to or claim the same or any part thereof, BY, THROUGH OR UNDER ASSIGNORS, BUT NOT OTHERWISE, subject, however, to the following matters:

- (a) all lessors' royalties, overriding royalties and other burdens, reversionary interests and similar burdens as shown of record so long as the net cumulative effect of such burdens does not operate to reduce the net revenue interest of any of the Properties to less than the net revenue interest described in Exhibit "A";
- (b) all liens for taxes or assessments not yet due or not yet delinquent or, if delinquent, that are being contested in good faith in the normal course of business;
- (c) all rights of reassignment in the event of intended release or surrender of an interest; and,
- (d) all easements, rights-of-way, servitudes, permits, surface leases and other rights in respect of surface operations.

Assignors also hereby grant and transfer 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 Assignors are entitled to enforce with respect to the Properties against Assignors' predecessors in title to the properties. PROVIDED, HOWEVER, WITH RESPECT TO THE PERSONAL PROPERTY AND FIXTURES HEREIN CONVEYED ASSIGNORS EXPRESSLY DISCLAIM AND NEGATE (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, AND (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

The references herein to liens, encumbrances, burdens, defects and other matters are for the purpose of defining the nature and extent of Assignors' warranty and shall not be deemed to ratify or create any rights in third parties.

It is expressly understood and agreed that (i) Assignors shall be entitled to receive all revenues attributable to oil, gas or other hydrocarbons produced from the Properties prior to the Effective Date, and (ii) Assignee shall be entitled to receive all revenues attributable to oil, gas or other hydrocarbons produced from the Properties after the Effective Date.

Assignors expressly retain responsibility for and agree to pay, perform, fulfill and discharge all claims, costs, expenses, liabilities and obligations accruing or relating to the following (collectively, the "Retained Liabilities"):

- (i) ad valorem, property, severance, or other taxes on or measured by ownership of the Properties or production therefrom which are attributable to any period or periods (or any portion thereof) occurring prior to the Effective Date and any other taxes attributable to the period or periods (or any portion thereof) occurring prior to the Effective Date to the extent the Properties are or become subject to tax liens arising therefrom (excluding, however, tax liens arising by, through or under Assignee),
- (ii) third party claims relating to the mispayment of royalties on production from the Properties prior to the Effective Date, and such other claims arising from Assignor's ownership of the Properties from June 1, 1996 to the Effective Date of this Assignment, excluding all Environmental Claims and Plugging and Abandonment obligations.

"Environmental Claims" means all claims or demands, including, without limitation, claims for property damage, personal injury, wrongful death, and natural resource damages arising (or alleged to arise) from or related to the physical condition of the Properties, existing on, before or after the Effective Date with respect to the air, land, soil, surface, subsurface strata, surface water, groundwater, or sediments, or the

disposal, release, discharge or emission on, under or from the Properties of hydrocarbons, hazardous substances, hazardous wastes, hazardous materials, solid wastes, pollutants or other substances.

"Plugging and Abandonment" means all plugging, replugging, and abandonment, associated with the Properties, or any applicable portion thereof, and including, but not limited to, all plugging and abandonment, associated removal, disposal or restoration of the surface, site clearance and disposal of the wells, structures and personal property located on or associated with the Properties, removal or capping and burying of all associated flowlines, the recontouring of the surface in accordance with applicable laws with the terms and conditions of the applicable leases or contracts, whichever is more stringent, site clearance, as required by applicable laws and any disposal of related waste materials, including naturally occurring radioactive material ("NORM") and asbestos, and shall include such wells, structures, and personal property associated with any of the Properties, whether drilled prior to, and/or after the Effective Date.

Except for the Retained Liabilities, Assignee expressly agrees to assume responsibility for and agrees to pay, perform, fulfill and discharge all claims, costs, expenses, liabilities and obligations of every kind accruing or relating to the owning, developing, exploring, operating and maintaining of the Properties, whether relating to periods before or after the Effective Date, including, without limitation, all Plugging and Abandonment responsibilities and all Environmental Claims and environmental conditions, whether occurring before or after the Effective Date, regardless of the negligence or strict liability of Assignors (collectively "Assumed Obligations").

Assignors and Assignee shall indemnify each other as follows:

(1) Assignors shall defend, indemnify, release and hold harmless Assignee, its officers, directors, employees and agents, against all losses, damages, claims, demands, suits, costs, expenses, liabilities and sanctions of every kind and character, including without limitation reasonable attorneys' fees, court costs and costs of investigation, which arise from or in connection with:

- (i) the Retained Liabilities; or
- (ii) any breach by Assignors of this Assignment.

(2) Assignee shall defend, indemnify, release and hold harmless Assignors, and each of them, against all losses, damages, claims, demands, suits, costs, expenses, liabilities and sanctions of every kind and character, including without limitation reasonable attorneys' fees, court costs and costs of investigation, which arise from or in connection with:

- (i) the Assumed Obligations; or
- (ii) any breach by Assignee of this Assignment.

This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one assignment.

This Assignment shall bind and inure to the benefit of Assignors and Assignee and their respective successors and assigns.

EXECUTED this 1<sup>st</sup> day of MAY, 2001, but effective for all purposes as of the Effective Date.

**ASSIGNORS:**

S. B. BECKLEY & ASSOCIATES, INC.

By: [Signature]  
Steve Beckley, President

State of Colorado  
County of Sanfield, SS:

BE IT REMEMBERED that on this 1<sup>st</sup> day of May, 2001, before me the undersigned, a notary public in and for the County and State aforesaid, came Steve Beckley, its president, who is personally known to me to be such officer who executed the within instrument of writing for said corporation and such person duly acknowledged the execution of the same.

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

My Commission Expires: Nov. 5, 2002



[Signature]

Notary Public

MELORIA WILKS  
Type or Print Name

RIM OFFSHORE, INC.

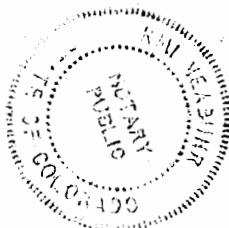
By: [Signature]

State of Colorado  
County of Huerfano, SS:

BE IT REMEMBERED that on this 1<sup>st</sup> day of MAY, 2001, before me the undersigned, a notary public in and for the County and State aforesaid, came RENE MORIN, its VICE PRESIDENT, who is personally known to me to be such officer who executed the within instrument of writing for said corporation and such person duly acknowledged the execution of the same.

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

My Commission Expires: 11/16/2003



[Signature]

Notary Public

Kim Neabuhr  
Type or Print Name

Exhibit A to Assignment and Bill of Sale

Oil and Gas Lease dated June 18, 1949, recorded in Book 28 at page 259, from Earl Sutor, et ux, as Lessor, to Glenn R. Nye, as Lessee, covering the following-described real property located in Rooks County, Kansas:

Northwest Quarter (NW/4) of Section 13,  
Township 10 South, Range 20 West

Disposal well agreement dated April 22, 1998 between Darell E. Sutor and Joe Sutor and Manta Petroleum, Inc.

Exhibit B to Assignment and Bill of Sale

There are no excluded assets.

## DISPOSAL WELL AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of APRIL 1998, by and between Darell E. Sutor and Joy Sutor, hereinafter called Lessors, and Manta Petroleum, Inc. hereinafter called Lessee.

WITNESSETH, that Lessors are the owners of the following described real estate located in Rooks County, Kansas, to-wit:

The Northeast Quarter (NE/4) of the Southwest Quarter (SW/4) of the Northeast Quarter (NE/4) of Section Thirteen (13), Township Ten (10) South, Range Twenty (20) West of Rooks County, Kansas,

and Lessee is the operator and owner of a salt water disposal well on the real estate above described and of producing oil wells in the vicinity of said salt water disposal well, which said oil wells are producing some salt, mineralized brine and waters, or other waste materials.

WHEREAS, Lessee has a well upon the above describe land located 3630 feet from the South Line and 1650 feet from the East Line of Section Thirteen (13), Township Ten (10) South, Range Twenty (20) West of Rooks County, Kansas which is completed as a salt water disposal well, known as the Sutor #12 salt water disposal well (Docket # D-26-518).

WHEREAS, Lessors are willing that Lessee use the well and a ten acre tract of land surrounding said disposal well for the purpose of salt water disposal as well as for any equipment used in the disposal of salt water or other waste into said disposal well.

NOW THEREFORE, for and in consideration hereinafter set out and good and valuable consideration paid to the Lessors by the Lessee, the receipt of and sufficiency of which is hereby acknowledged by Lessors and consideration of mutual covenants and agreements herein contained, it is agreed by and between the parties as follows, to-wit:

1. Lessee may use the above described well as a disposal well for the purpose of disposing salt or mineralized waters or waste substances produced from wells operated by Manta Petroleum, Inc.
2. Lessee shall have such surface rights upon a tract approximately ten (10) acres square surrounding the disposal well, as may be necessary or convenient in carrying out the purpose of this agreement and may install such lines, pumps, equipment, machinery, settling tanks and other appliances lessee shall deem suitable for the purpose intended. Lessee shall have such rights as may be necessary or convenient in carrying out the purpose of this agreement and may install such lines, pumps, equipment, machinery, settling tanks and other appliances Lessee shall deem suitable for the purpose intended.
3. Lessee shall have the right at any time to move from the well or the premises herein leased any and all equipment placed thereon by it, it being agreed that the same shall remain personal property whether or not it is affixed to realty. Lessee shall agree that upon abandonment of said well lessee shall properly plug and clean up the leased area in a suitable manner. Lessee shall notify Lessor a reasonable amount of time in advance prior to plugging said well, and under no circumstance shall Lessee plug said well without giving said advance notice.
4. Manta Petroleum, Inc. agrees to pay Darell E. Sutor and Joy Sutor a sum of \$300.00 per year paid in advance on April 1 of each year. This agreement shall continue in full force and effect for as long as Manta Petroleum, Inc. continues to pay the annual rental payments described above.
5. Lessee shall have the right of ingress and egress to the aforementioned leased premises, and shall be privileged to construct and maintain road, pipelines on or over land of Lessors for the purpose of going from wells operated by Lessee to the above described salt water disposal well.

Received for record at 10:30 o'clock A.M. on 29 day  
May, 2001, and recorded in Book 313 of 182  
 State of Kansas) Records at page  
 Rooks County) Register of Deeds Resalee Sprick



6. Lessee shall be responsible for laying and maintaining the lines and equipment necessary to deliver said water to the salt water disposal facility. Such lines and equipment are the sole responsibility of Lessee, and any leaks, damages, injuries or other problems associated with said lines and equipment shall be the sole responsibility of Lessee.
7. Lessee shall not be responsible for the plugging of any other wellbores located in the Northeast Quarter (NE/4) of Section Thirteen (13), Township Ten (10) South, Range Twenty (20) West of Rooks County, Kansas. Lessee shall bear no other liability for wells or equipment located on the above described land not owned by Lessee.
8. It is further agreed with reference to payments of rentals due hereunder; in the event lessee fails to make any such rental payments due, this lease shall not be terminated; unless said Lessors has given Lessee a written or verbal notice of such failure to pay. Upon receipt of such notice Lessee shall have Thirty (30) days to pay the full amount due. Receipt of all payments due shall continue this lease and easement in force.
9. Lessee agrees to pay Lessors for damage to crops, land, livestock and fences arising out of or incident to the exercise of rights herein guaranteed to Lessee. It is understood that in the payment of all crop and livestock damages the settlement thereof shall be made with the Lessors and any tenant occupying said land as his interest may appear. Lessee and any other party delivering salt water to said disposal well shall bury all pipelines below plow depth.
10. It is further understood that this agreement may be assigned either by Lessors or Lessee without the consent of the other. Any party taking assignment to the properties covered by this agreement shall abide by all of the terms of this agreement, or the agreement shall become null and void.

THIS AGREEMENT and the terms, conditions and provisions hereof shall extend to and become binding upon the parties hereto, their heirs, successors, personal representatives and assigns.

IN WITNESS WHEREOF, the parties hereunto have set their hands the day and year first above written.

LESSORS:

Darell E. Sutor  
Darell E. Sutor

Joy Sutor  
Joy Sutor

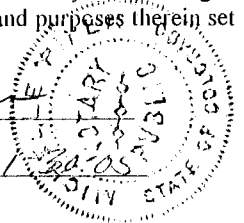
LESSEE: Manta Petroleum, Inc.

By: Steve Beckley  
Steve Beckley, President

STATE OF COLORADO )  
 ) ss:  
COUNTY OF Garfield )

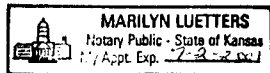
On the 15 day of ~~December~~ <sup>May 2001</sup> 1997, before me, a Notary Public in and for the county and state aforesaid, appeared Steve Beckley, President of **Manta Petroleum, Inc.**, who is personally known to me to be the same person who executed the above instrument and duly acknowledged the execution of same as his free and voluntary act and deed for the uses and purposes therein set forth on behalf of said corporation.

*Michelle Piper*  
NOTARY PUBLIC  
My Appointment Expires: 1-24-05  
Michelle Piper



STATE OF KANSAS )  
 ) ss:  
COUNTY OF ELLIS )

On the 22<sup>nd</sup> day of ~~December~~ <sup>April 1998</sup> 1997, before me, a Notary Public in and for the county and state aforesaid, appeared Darell E. Sutor and Joy Sutor, who are personally known to me to be the same persons who executed the above instrument and duly acknowledged that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.



*Marilyn Luettters*  
NOTARY PUBLIC Marilyn Luettters  
My Appointment Expires: 7-2-2001