

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form T-1

April 2004

Form must be Typed

Form must be Signed

All blanks must be Filled

REQUEST FOR CHANGE OF OPERATOR  
TRANSFER OF INJECTION OR SURFACE PIT PERMIT

Check Applicable Boxes:

- ☒ Oil Lease: No. of Oil Wells 4 \*\*
- ☐ Gas Lease: No. of Gas Wells \_\_\_\_\_ \*\*
- ☐ Gas Gathering System: \_\_\_\_\_
- ☒ Saltwater Disposal Well - Permit No.: D25862
- Spot Location: 4974 feet from ☐ N / ☒ S Line
- 3343 feet from ☒ E / ☐ W Line
- ☐ Enhanced Recovery Project Permit No.: \_\_\_\_\_
- Entire Project: ☐ Yes ☐ No
- Number of Injection Wells \_\_\_\_\_ \*\*

Field Name: Jefferson-Sycamore**\*\* Side Two Must Be Completed.**Effective Date of Transfer: 8/1/04KS Dept of Revenue Lease No.: 217091 or 115839Lease Name: Wright\_\_\_\_\_ Sec. 13 Twp. 35 R. 15 ☒ E ☐ WLegal Description of Lease: S/2 SW/4 Sect. 12-T35S-R15EN/2 NW/4 Sect. 13-T35S-R15ECounty: MontgomeryProduction Zone(s): Bartlesville

Injection Zone(s): \_\_\_\_\_

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(API No. if Drill Pit, WO or Haul)\_\_\_\_\_ feet from ☐ N / ☐ S Line of Section\_\_\_\_\_ feet from ☐ E / ☐ W Line of SectionType of Pit: ☐ Emergency ☐ Burn ☐ Settling☐ Haul-Off ☐ Workover ☐ DrillingPast Operator's License No. 8400 - Inactive 6/30/85

Contact Person: \_\_\_\_\_

Past Operator's Name & Address: United Oil & Gas Inc.Phone: 316-948-6308RR 1 Box 137AA, Coffeyville, KS 67337

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

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

Signature: Please see attached.New Operator's License No. 33261Contact Person: Ashley JonesNew Operator's Name & Address: Brower Oil & Gas Co., Inc.Phone: 918-743-88936506 S. Lewis Ave., Ste. 115, Tulsa, OK 74136Oil Gas Purchaser: Endeavor Energy Resources, LPDate: 8/31/04Title: Vice President/SecretarySignature: Paul J. Brown

**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.

Brower Oil & Gas Co., Inc. is acknowledged as the new operator and may continue to inject fluids as authorized by

Permit No.: D25862 Recommended action: \_\_\_\_\_None - Inactive status per TIDate: 11-2-10 Cheryl L. Brown

Authorized Signature

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

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

Authorized Signature

DISTRICT \_\_\_\_\_ EPR 8-30-05 PRODUCTION 11/2/2010 UIC 11-2-10

Mail to: Past Operator \_\_\_\_\_ New Operator \_\_\_\_\_ District 3 11-2-10

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

\* Location: **Sect. 13-T35S-R15E**

Well Status  
(PROD/TA'D/Abandoned)

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\* 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.



Wright +  
Carney

ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS MONTGOMERY COUNTY  
FILED FOR RECORD  
MARILYN CALHOUN, REGISTER OF DEEDS  
10:34:32 AM, 9/10/2004 Receipt No.: 10477  
ASSIGNMENT \$6.00  
ADDITIONAL PAGES \$8.00  
TECHNOLOGY FUND \$10.00

59¢

BOOK: 543 PAGE: 8

STATE OF OKLAHOMA )  
COUNTY OF PONTOTOC ) ss.

Rentier, Inc. hereinafter Rentier, whose address is P.O. Box 1547, Ada, OK 74821, 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, does hereby grant, sell, convey, and assign unto Brower Oil & Gas Co., Inc., hereinafter BOG, whose address is 6506 S. Lewis Ave., #115, Tulsa, OK 74136, all of Rentier's right, title and interest in and to the oil and gas leases ("the Leases") described in Exhibit "A", attached hereto and incorporated by reference, as same cover and pertain to the acreage and depths specifically described in said oil and gas leases, together with all Surface Operations Agreements pertaining thereto, where applicable. Rentier and BOG agree that this Assignment and Bill of Sale vests in BOG any and all rights and obligations pertaining to the wells (defined herein to include any unplugged wellbores located upon the leasehold premises) and the equipment, if any, located upon the Leases, subject to any restrictions thereto contained in the Leases or the Surface Operations Agreements. The Leases, Surface Operations Agreements and wells and equipment, if any, are referred to hereinafter collectively as the Assigned Assets.

This Assignment is made and accepted upon the following terms and conditions:

1. Purchase and Sale.

a. Effective Date and Purchase Price. This Assignment shall be effective on the 1st day of Aug. 04 at 7:a.m., local time, regardless of the date of execution, hereinafter referred to as the "Effective Date".

2. No Warranties.

a. Title. This assignment is made without warranty of title, either expressed or implied, except as to claims made by, through or under the Grantors of the Leases.

b. Wells and Equipment, if any. Rentier does not warrant the merchantability, condition or fitness for any particular purpose or use of any wells or equipment, which may be located upon the premises covered by the Leases, any such warranty being expressly denied. BOG, by executing this assignment, agrees to accept the same "as is" and "where is". Rentier warrants that it has not operated any of the wells or equipment, if any, which may be located upon the premises covered by the Leases and that all such wells were drilled by other parties prior to Rentier's acquisition of the Leases.

c. Information. BOG acknowledges that it has had a reasonable opportunity to examine title and other agreements affecting the Assigned Assets. Rentier makes no representations or warranties regarding the information in its lease files as to accuracy, completeness or usefulness for title examination, for evaluation of the worth or condition of the Assigned Assets, or for any other purpose.

3. Representations.

a. Qualification of Assignee. BOG represents and warrants that it is now, and hereafter shall continue to be, qualified to own Kansas oil, gas and mineral leases.

b. Inspection. BOG agrees that it has had a reasonable opportunity to inspect, examine and determine the condition of the Assigned Assets, including the environmental condition of the Leases and wells and equipment, if any, and BOG is aware of and is satisfied with and accepts such condition "as is" and "where is" and BOG assumes all risk and liability incident to the condition and use thereof and Rentier shall have no further obligation with respect thereto.

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Return to, Rentier, Inc.,  
6506 S. Lewis Ave., Ste. 115  
Tulsa, OK 74136

4. Operations.

a. Liability. BOG assumes all risk and liability of whatsoever nature connected with operations conducted on the Assigned Assets on and after the Effective Date and agrees to indemnify, defend and hold Rentier harmless from all liabilities, penalties, claims, causes of action, demands, lawsuits, and expenses that occur on or after said date.

b. Abandonment of Wells. BOG agrees to comply with all laws and governmental regulations with respect to abandonment of wells and/or abandonment of the Assigned Assets, or any part thereof, including, where applicable, the plugging of wells, the compliance with laws or rules regarding inactive or unplugged wells, including bonding requirements, and restoration as specified in the Leases and Surface Operations Agreements or as required by law or rules. BOG agrees to protect, defend, indemnify and hold Rentier and its employees free and harmless from and against any and all costs, expenses, claims, demands and causes of action, of every kind and character arising out of, incident to, or in connection with the Assigned Assets, including Leases, structures (if any), materials, land, wells, casing, leasehold equipment, and personal property, plugging requirements or exceptions thereto, including bonding requirements, or related in any manner to Assignee's or other party(s)' operations on said Leases, and said land, after the Effective Date hereof. Further, BOG agrees to indemnify and hold Rentier harmless from any and all surface or subsurface restoration, well abandonment's or other similar obligations pertaining to the wells assigned herein.

c. Environmental Issues. The Assigned Assets have been utilized by Rentier, and by previous oil and gas operators as to all other areas covered by the Leases for the purpose of exploration, development, processing, temporary storage, and transportation of oil, gas, and/or condensate. BOG acknowledges and accepts that Rentier has no information or knowledge regarding any substantial quantities of crude oil or produced water which may have been spilled or disposed of on site or the locations thereof, including pit closures, burial, land farming, land spreading, and underground injection, but BOG acknowledges that such activities and events may have occurred upon the Lease premises during times when the wells were being produced by previous operators. BOG acknowledges that there may have been spills of these materials in the past onto the Assets described herein. In addition, some oil field equipment may contain asbestos and/or Naturally Occurring Radioactive Material (hereinafter referred to as "NORM"). In this regard, BOG expressly understands that NORM may affix or attach itself to the inside of wells, materials and equipment as scale, or in other forms, and that said wells, material and equipment located on the property described herein may contain NORM and the NORM-containing material may be buried or otherwise disposed of on the property. BOG also expressly understands that special procedures may be required for the removal and disposal of asbestos and NORM from the equipment where it may be found and BOG agrees to assume all liability for such asbestos and NORM and for use of appropriate procedures and activities required to handle and dispose of same.

BOG assumes full responsibility for, and agrees to indemnify, hold harmless and defend Rentier, its agents, officers, and employees from and against all loss, liability, claims, fines, expenses, costs (including attorney's fees and expenses), and causes of action caused by or arising out of any federal, state or local laws, rules, orders and regulations applicable to any waste material or hazardous substances on or included with Assigned Assets or the presence, disposal, release or threatened release of all waste material or hazardous substance from the Assets into the atmosphere or into or upon land or any water course or body of water (including ground water) WHETHER OR NOT ATTRIBUTABLE TO Rentier's ACTIVITIES OR NEGLIGENCE OR THE ACTIVITIES OR NEGLIGENCE OF BOG'S OFFICERS, EMPLOYEES OR AGENTS, OR THE ACTIVITIES OF THIRD PARTIES (regardless of whether or not Rentier was or is aware of such activities) prior to, during, or after the period of Rentier's ownership of the Assigned Assets. This Indemnification and Assumption shall apply to liability for voluntary environmental response actions undertaken pursuant either to the comprehensive Environmental Response Compensation and

Liability Act (CERCLA) or to any other federal, state or local law and shall control and take precedence to the extent of any conflict or claimed conflict with any other provision of this Assignment.

5. Miscellaneous. This Assignment and Bill of Sale shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns. BOG agrees that the Assigned Assets may be assigned only to another party who is qualified to do business in the State of Kansas and is licensed and bonded with the Kansas Corporation Commission and that the indemnifications contained herein are covenants running with the interests that are conveyed and assigned hereby.

IN WITNESS WHEREOF, this Assignment is executed, this 20<sup>th</sup> of Aug. 2004

Assignor: Rentier, Inc.

Assignee: Brower Oil & Gas Co., Inc.

By Randall Pogue  
Randall Pogue, VP

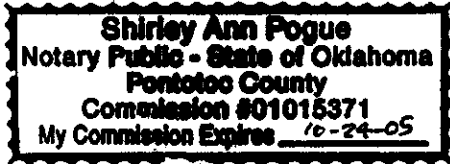
By Joe D. Brower  
Joe D. Brower, Pres.


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## ACKNOWLEDGMENT

State of Oklahoma )  
 ) ss.  
County of Pontotoc)

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of Aug., 2004.  
Randall Pogue, Vice-President of Rentier, Inc., an Oklahoma Corporation.

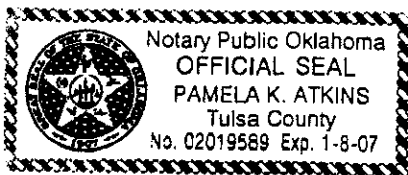


  
 Notary Public  
 My Commission No. is \_\_\_\_\_  
 My Commission Expires: 10-24-05

## ACKNOWLEDGMENT

State of Oklahoma )  
County of Tulsa ) ss.

The foregoing instrument was acknowledged before me this 20th day of August 2004, by Joe D. Brower, as President of Brower Oil & Gas Co., Inc.



Pamela K. Perkins  
Notary Public  
My Commission No. is 02019589  
My Commission Expires Jan. 8, 2007

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" Exhibit A"

Lessor: Nolan D. Carnes & Florence F. Carnes, husb. & wife  
Lessee: Eakin Exploration, Inc., an Oklahoma Corp.  
Legal Description: S/2 SE/4, less 5 acres on east side of  
Section 3-35S-15E; and then N/2 NE/4, less 5 acres on  
east side of Section 10-35S-15E, Montgomery Co., Kansas.

Lease Date: 11/07/2001  
Book & Page: Book 512, Page 503  
Royalty: 3/16ths

Lessor: James F. Enloe & James D. Enloe & Carolyn R. Enloe  
Lessee: Eakin Exploration, Inc., an Oklahoma Corp.  
Legal Description: East 1830' of S/2 SW/4 less County Road Row,  
55 acres and Section 12-35S-15E.  
East 1795' of N/2 NW/4 less County Road Row,  
54.6 acres all in Sec. 13-35N-15E.  
Montgomery Co., Kansas

Lease Date: Aug. 3, 2001  
Book & Page: Book 509, Page 415  
Royalty: 3/16ths.

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