

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

KANSAS CORPORATION COMMISSION  
CONSERVATION DIVISION  
130 S MARKET, ROOM 2078  
WICHITA, KANSAS 67202

\*\*\*\*\*

RECEIVED  
KANSAS CORP COMM

Check Applicable Boxes:

Effective Date of Transfer January 1, 2000

[ X ] Oil Lease: No. of Wells 1 \*\*

2000 MAR -6 1:39

Lease name Nunemaker 2

[ ] Gas Lease: No. of Wells      \*\*

NE Sec 1 T 30S R 7 W  
~~NE~~

\*\* SIDE TWO MUST BE COMPLETED \*\*

Legal Description of Lease:     

[ ] Saltwater Disposal Well - Docket No.     

Spot Location:      feet from S Line  
     feet from E Line

Sec. 1-T30S-R7W

[ ] Enhanced Recovery Proj. Docket No.     

County Kingman

Entire project:     

Number of injection wells      \*\*

Production Zone(s) Mississippi

Field Name Spivey-Grabs

Injection Zone(s)     

Surface Pond Permit #     

(API No. 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. 31566

Contact Person: Christa Trujillo

Past Operator's Name and Address:

Benchmark Oil & Gas Corporation  
1515 Arapahoe Street, Suite 580  
Denver, CO 80202

Phone: (303) 595-9251

Date     

Title Production Coordinator

Signature Christa Trujillo

New Operator's License No. 9081

Contact Person Linda Venekamp

New Operator's Name and Address:

Phone 254-559-3355

Breck Operating Corp.

P.O. Box 911

Breckenridge, TX 76424

Highland Energy Company

Oil/Gas Purchaser Peoples Natural Gas

Date February 29, 2000

Title Production Clerk

Signature Linda Venekamp

\*\*\*\*\*  
ACKNOWLEDGEMENT OF TRASFER: The above request for trasfer of injection authorization, surface pond permit #      has been noted, approved and duly recorded in the record 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.

     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 #     

MAY 10 2000

Date      Authorized Signature





ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF KANSAS )  
 : SS  
COUNTY OF KINGMAN )

STATE OF KANSAS, Kingman County, ss:  
This instrument was filed for record on the  
6 day of March, A.D. 2011 at 10:35  
o'clock a.m. and duly recorded in  
Book 0-5 page 84 Fee \$4.00  
By \_\_\_\_\_ Recorder of Deeds  
Deputy

KNOW ALL MEN BY THESE PRESENTS:

THAT, Benchmark Oil & Gas Corporation, whose address is 1515 Arapahoe Street, Suite 580, Denver, CO 80202, herein called "Assignor," in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, convey, sell, assign, and transfer unto States, Inc., whose address is P. O. Box 911, Breckenridge, Texas 76424, herein called "Assignee," the following interests:

1. all of Assignor's right, title, and interest, if any, in and to the leases (whether one or more), force pooled interests, interests acquired under contracts, and the lands covered thereby (the "Leases"), more fully and completely described on Exhibit "A" attached hereto and made a part hereof, together with the rights incident thereto, the personal property thereon, appurtenant thereto, or used or obtained in connection with said Leases; and for the same consideration stated hereinabove, Assignor does hereby grant, convey, sell, assign, and transfer unto Assignee all of Assignor's right, title, and interest in and to the wells located upon the Leases, or on lands pooled or unitized with any portion thereof, or on lands located within any governmental drilling and spacing unit which includes any portion thereof, together with all casing, leasehold equipment, and personal property in or on or used in connection with said well or wells (hereinafter collectively referred to as the "Property"), AS IS, AND WHERE IS, WITHOUT ANY WARRANTY WHATSOEVER, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTY OF TITLE, MERCHANTABILITY, CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE, AND WITHOUT ANY WARRANTY AGAINST HIDDEN VICES OR DEFECTS.
2. all of Assignor's interest, if any, in the production of oil, gas, or other minerals, inclusive of fee minerals, production payments, net profits interests, rights to take royalties in kind, real property interests or other interests attributable to the Property;
3. all of Assignor's interest, if any, derived from unit agreements, orders and decisions of state and federal regulatory authorities establishing units, joint operating agreements, enhanced recovery and injection agreements, saltwater disposal and facility agreements, farmout agreements and farmin agreements, options, drilling agreements, exploration agreements, assignments of operating rights, working interests, subleases and rights above or below certain footage depths or geological formations, to the extent same is attributable to the Property; and

4. all of Assignor's interest, if any, in all rights-of-way, easements, servitudes and franchises acquired or used in connection with operations for the exploration and production of oil, gas or other minerals on or from the Property, including the rights to permits and licenses of any nature owned, held or operated in connection with said operations.

Assignee, in consideration of the mutual benefits to be derived hereunder by its acceptance hereof, understands and agrees to the following terms and conditions:

1. INDEMNITY

ASSIGNEE AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD ASSIGNOR, ITS AFFILIATED, PARENT AND SUBSIDIARY ENTITIES AND THEIR RESPECTIVE AGENTS, REPRESENTATIVES, SHAREHOLDERS, OFFICERS, DIRECTORS AND EMPLOYEES (COLLECTIVELY, "INDEMNITEES"), HARMLESS FROM ANY DAMAGES, EXPENSES (INCLUDING COURT COSTS AND ATTORNEYS' FEES), CIVIL FINES, PENALTIES, AND OTHER COSTS AND LIABILITIES INCURRED AS A RESULT OF CLAIMS, DEMANDS, AND CAUSES OF ACTION ASSERTED, IN CONNECTION WITH THE INTERESTS, INCLUDING ANY COSTS, EXPENSES, AND LIABILITIES WHATSOEVER ARISING OUT OF, OR IN CONNECTION WITH, THE ENVIRONMENTAL CONDITION OF THE INTERESTS, THE PLUGGING AND ABANDONING OF ANY WELLS, REMOVAL OR MODIFICATION OF FACILITIES (INCLUDING PIPELINES), CLOSURE OF PITS, AND RESTORATION OF THE SURFACE REGARDLESS OF WHETHER SUCH OBLIGATION AROSE PRIOR TO OR SUBSEQUENT TO THE EFFECTIVE TIME, AND IN CONNECTION WITH PERSONAL INJURY, DEATH OR PROPERTY DAMAGE RELATED TO THE PROPERTIES AS WELL AS THE IMPROPER PAYMENT OF ROYALTIES, AND AD VALOREM, PROPERTY, PRODUCTION, SEVERANCE AND SIMILAR TAXES FOR ALL TIME PERIODS OTHER THAN THOSE DURING WHICH SELLER OWNED THE INTERESTS. ASSIGNEE'S INDEMNIFICATION OF INDEMNITEES SHALL EXTEND TO AND INCLUDE, WITHOUT LIMITATION, COSTS, EXPENSES, LIABILITIES, DAMAGES, CLAIMS, CAUSES OF ACTION AND DEMANDS BASED ON (i) THE NEGLIGENCE OF ASSIGNOR, ASSIGNEE, OR THIRD PARTIES, WHETHER SUCH NEGLIGENCE IS ACTIVE OR PASSIVE, JOINT, CONCURRENT, OR SOLE, OR (ii) ASSIGNOR'S OR ASSIGNEE'S STRICT LIABILITY, OR (iii) OTHER FAULT OR RESPONSIBILITY OF ASSIGNOR.

2. Assignee assumes all rights or obligations associated with gas imbalances attributable to the Property, regardless of when such imbalances occurred or accrued.

This Assignment is intended to convey any right title, or interest and all duties, liabilities and obligation that Assignor received from Questar in or to the Property by the ASSIGNMENT, BILL OF SALE AND CONVEYANCE dated effective January 1, 2000.





STATE OF TEXAS            )  
  : ss  
COUNTY OF Stephens)

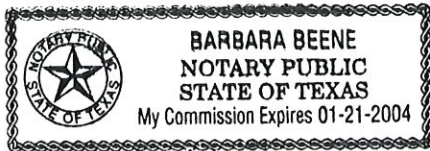
The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of February, 2000, by John H. Connally, President on behalf of States, Inc.

Witness my hand and official seal.

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

Barbara Beene  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Printed Name



*[Handwritten mark]*

**EXHIBIT "A"**

Attached to and made part of that Assignment, Bill of Sale and Conveyance by and between Benchmark Oil & Gas Corporation, as Assignor, and States, Inc., as Assignee Effective January 1, 2000

**KINGMAN COUNTY, KANSAS**

Date: November 10, 1967  
Lessor: W. H. Messenger & Rosa Belle  
Lessee: Petroleum, Inc.  
Description: East Half of the Northeast Quarter (E/2 NE/4); Southwest Quarter of the Northeast Quarter (SW/4 NE/4) of Section 12-T30S-R7W  
Recording: Book 123, Page 6

Date: May 28, 1968  
Lessor: Vivian E. Nunemaker  
Lessee: Petroleum, Inc.  
Description: East Half of the Northeast Quarter (E/2 NE/4) of Section 1-T30S-R7W  
Recording: Book 124, Page 232