

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

Check Applicable Boxes:

[X] 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 Proj. Docket No.
Entire project: Yes/No
Number of injection wells **

Field Name

Surface Pond Permit #
(API No. If Drill Pit)

Identify: Emergency Pit ☐ Burn Pit ☐

Effective Date of Transfer 8-1-93

Lease Name Traylor

 - E/2 - NW Sec 2 T 33S R 31 W/E

Legal Description of Lease:
E/2 NW/4 Sec. 2-33S-31W

County Seward

Production Zone(s) St. Louis & Chester

Injection Zone(s)

 Feet from N/S Line of Section
 Feet from E/W Line of Section

Storage Pit ☐ Drill Pit ☐

Past Operator's License No. 51823

Contact Person:

Past Operator's Name and Address:

Southland Royalty Co.
2919 Parkway #1100
Houston, TX 77019

Phone:

Date

Title

Signature

New Operator's License No. 31093

Contact Person Clyde M. Becker

New Operator's Name and Address

Becker Oil Corporation
122 East Grand - Ste. 212
Ponca City, OK 74601

Phone (580) 765-8788

Oil/Gas Purchaser Plains All American

Date 12-21-99

Title President

Signature Clyde M. Becker

ACKNOWLEDGEMENT 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 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

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

Date
Authorized Signature

Date
Authorized Signature

Form T1 7/94

EP&R 1/24/00 PROD FEB 20 2000 UIC 2-2-00

STATE OF KANSAS
COUNTY OF SEWARD

§
§
§



STATE OF KANSAS } FEE \$ 14.00
SEWARD COUNTY }
This instrument was filed for record
on August 16, 1993
at 9:40 o'clock A.M. and recorded
in Vol. 444 at Page 826
DORIS A. MALIN, Register of Deeds
by Doris A. Malin

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

SOUTHLAND ROYALTY COMPANY, a Delaware corporation, with offices at 2919 Allen Parkway, Suite 1100, Houston, Texas 77019, ("Assignor"); for and in consideration of ONE HUNDRED DOLLARS (\$100.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer, grant, and convey unto BECKER OIL CORP. with offices at 212 First National Bank Bldg, Ponca City, OK 74601, ("Assignee"), Assignor's undivided interest, as more particularly set forth in Exhibit "A" attached hereto, in and to the following:

- (i) The oil and gas leases, leasehold interests, rights and interests attributable or allocable to the oil and gas leases or leasehold interests by virtue of pooling, unitization, communitization, and operating agreements, as more particularly set forth in Exhibit "A" limited as to the lands and depths indicated in the Exhibit (collectively the "Leases"), together with identical undivided interests in and to all rights in and to all agreements and contracts, easements, rights-of-way, servitudes and other estates related to or otherwise affecting the Leases, insofar as and only to the extent that same are attributable or allocable to the Leases;
- (ii) The wells, equipment, materials and other personal property, fixtures, and improvements on the Leases as of the Effective Time, appurtenant thereto or used in connection with the Leases or with the production, treatment sale or disposal of hydrocarbons or waste produced therefrom or attributable thereto, and all other appurtenances thereunto belonging (the "Equipment"); provided, however, Equipment shall not include vehicles, communications equipment, compressors or leased equipment located on the Leases; and
- (iii) The unitization, pooling, and operating agreements, and the units created thereby which relate to the Leases or interests therein described in Exhibit "A" or which relate to any units or wells located on the Leases, including any and all units formed under orders, regulations, rules, and other official acts of the governmental authority having jurisdiction, together with any right, title, and Interest created thereby in the Leases.

Assignor's interest in the above-mentioned assets is herein collectively referred to as the "Interests".

Assignor reserves and retains unto itself from the Interests those certain lands, leases, properties, interests, leasehold rights, depths or formations as specifically noted and reflected on Exhibit "A" hereof, and the right of joint use of any agreements assigned hereunder where needed for the exploration, development, and operation of any rights or acreage (either horizontally or vertically) retained herein by Assignor or where needed in order to exercise ancillary rights in, or for access to, adjoining or nearby properties owned by Assignor.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, subject to the terms and provisions hereof.

This Assignment is accepted subject to, and Assignee agrees to assume and perform, any and all of the liabilities and obligations, or alleged or threatened liabilities and obligations, of Assignor under the Interests and existing oil and gas leases, assignments, operating agreements, product purchase and sale contracts, leases, permits, rights-of-way, licenses, easements, options, orders and any other agreements or contracts attributable to and affecting the Interests, including, but not limited

Lot No: 14.1 - 14.4

to, any and all obligations (i) to pay and deliver royalties, overriding royalties, non-participating royalties, and other burdens on production (ii) in connection with or arising out of gas balancing (by mcf or cash) of overproduction from the Interests, and (iii) in compliance with all laws and governmental regulations with respect to the Interests including, but not limited to, the lawful plugging and abandonment of oil and gas wells and the restoration of the surface of the land, regardless of when the events occurred that caused the obligations to arise. Without limitation of the foregoing, Assignee agrees to assume and perform any and all of the obligations and liabilities, or alleged or threatened liabilities and obligations, of Assignor (whether or not same arise from, are attributable to or are caused directly or indirectly by Assignor's sole, joint, concurrent or comparative negligence) for environmental claims, losses, damages, costs, expenses, diminutions in value, suits, causes of action of any kind or character, with respect to the Interests, regardless of when the events occurred that caused the obligations to arise.

THIS ASSIGNMENT AND BILL OF SALE IS EXECUTED, DELIVERED, AND ACCEPTED WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF TITLE OF ANY KIND OR NATURE, EITHER EXPRESS, IMPLIED OR STATUTORY. THE INTERESTS ARE BEING CONVEYED AND ASSIGNED TO AND ACCEPTED BY THE ASSIGNEE IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR AND WITH ALL FAULTS AND DEFECTS, WITHOUT ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MARKETABILITY, QUALITY, CONDITION, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE HAS INSPECTED THE LEASES, THE EQUIPMENT, AND THE PREMISES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND THAT ASSIGNEE SHALL ACCEPT ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR AND WITH ALL FAULTS AND DEFECTS, INCLUDING, BUT NOT LIMITED, THE PRESENCE OF NATURALLY OCCURRING RADIOACTIVE MATERIAL (NORM). IN ADDITION, ASSIGNOR MAKES NO REPRESENTATION, COVENANT OR WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA DELIVERED TO THE ASSIGNEE WITH RESPECT TO THE INTERESTS, OR CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE INTERESTS, OR THE ABILITY OF THE INTERESTS TO PRODUCE HYDROCARBONS, OR THE PRICES WHICH ASSIGNEE IS OR WILL BE ENTITLED TO RECEIVE FOR ANY SUCH HYDROCARBONS.

TO THE EXTENT APPLICABLE TO THE INTERESTS OR ANY PORTION THEREOF, ASSIGNEE HEREBY WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT, CHAPTER 17, SUBCHAPTER E, SECTIONS 17.41 THROUGH 17.63, INCLUSIVE (OTHER THAN SECTION 17.555 WHICH IS NOT WAIVED), TEXAS BUSINESS & COMMERCIAL CODE.

THIS ASSIGNMENT SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE PARTIES HERETO, THEIR HEIRS, SUCCESSORS, AND ASSIGNS.

IN WITNESS WHEREOF, this instrument is executed the 28th day of July, 1993, but shall be effective as of the 1st day of August, 1993 (the "Effective Time").

RECEIVED
ST. CORPORATION COMMISSION

DEC 2 1993

ASSIGNOR:
SOUTHLAND ROYALTY COMPANY

ASSIGNEE:

Conservation Division
Wichita, Kansas

By: W. J. Scarff
W. J. Scarff, Attorney-in-Fact

By: Clayde M. Leiker
Title: President

Lot No: _____

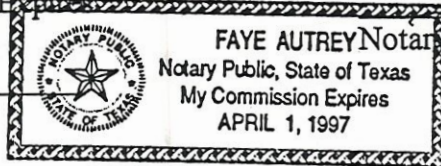
STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared W. J. SCARFF, Attorney-in-Fact of SOUTHLAND ROYALTY COMPANY, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 28 day of July, 1993.

My Commission Expires

4-1-97



Faye Autrey
 Public in and for the State of Texas

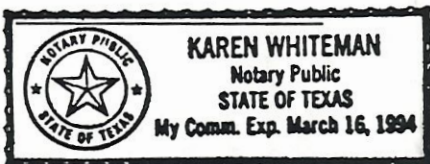
STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared CLYDE M. BECKER, PRESIDENT of BECKER OIL CORP., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE on this 30th day of July, 1993.

My Commission Expires

Karen Whiteman
 Notary Public in and for the State of Texas



s/public/land3/lp/asnbosdi

RECEIVED
 ST. CORPORATION COMMISSION

DEC 2 1993

Conservation Division
 Wichita, Kansas

Lot No: _____

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale dated July 28, 1993 but effective August 1, 1993, by and between Southland Royalty Company, as Assignor, and Becker Oil Corp., as Assignee.

Page 1 of 2
RECEIVED
 ST. CORPORATION COMMISSION
 DEC 20 1993
 Conservation Division
 Wichita, Kansas

COMPANY FILE NUMBER	TYPE AND DATE OF INSTRUMENT	GRANTOR	GRANTEE	RECORDING BOOK/PAGE	LEGAL DESCRIPTION
01908100	Oil and Gas Lease dated February 18, 1964	Charles E. Gano, et ux, as Lessor	O. R. Whitaker, as Lessee	216/161	<p>Township 33 South, Range 31 West</p> <p>Section 2: W/2 NE/4 being a tract of 80.0 gross acres, more or less, INSOFAR AND ONLY INSOFAR as said lease covers oil and casinghead gas produced from surface down to a depth of 6,010 feet</p> <p>Section 2: NE/4 being a tract of 160.0 gross acres, more or less, INSOFAR AND ONLY INSOFAR as said lease covers gas and gas condensate in the Morrow Sand, Council Grove and Marmaton Formations, said formations being more particularly described in that certain Conveyance of Oil and Gas Properties dated 2/1/79 from OPUBCO Resources, Inc. to Southland Royalty Company and recorded in Vol. 307/Pg. 596.</p>
01908200	Oil and Gas Lease dated February 18, 1964	Alta B. Traylor, as Lessor	O. R. Whitaker, as Lessee	216/160	<p>Township 33 South, Range 31 West</p> <p>Section 2:: E/2 NW/4 being a tract of 80.0 gross acres, more or less, INSOFAR AND ONLY INSOFAR as said lease covers oil and casinghead gas produced from surface to a depth of 6,083 feet.</p> <p>Section 2: NW/4 being a tract of 160.0 gross acres, more or less, INSOFAR AND ONLY INSOFAR as said lease covers gas and gas condensate in the Morrow Sand, Council Grove and Marmaton Formations, said formations being more particularly described in that certain Conveyance of Oil and Gas Properties as described immediately above.</p>

BOOK 444 PAGE 829

ASSOCIATED WELLS:

PROPERTY NUMBER	DP WELL NUMBER	WELL NAME	WELL LOCATION
0019081A	23125	Gano #1-2	SW/4 NE/4 Sec. 2 T33S-R31W
0019081	23127B	Gano #2-2	NW/4 NE/4 Sec. 2 T33S-R31W
0019081B	75610	Traylor #1-2	NE/4 NW/4 Sec. 2 T33S-R31W
0019081C	4639A	Traylor "A" #2	SW/4 NW/4 Sec. 2 T33S-R31W