REQUEST FOR CHANGE OF OPERATOR	KANSAS CORPORATION COMMISSION
TRANSFER OF INJECTION AUTHORIZATION	CONSERVATION DIVISION
OR TRANSFER OF SURFACE POND PERMIT	130 S MARKET, ROOM 2078 WICHITA, KANSAS 67202
***********	*
12-17-99	
Check Applicable Boxes: RECEIVED KANSAS COMPORATION COMMI	SSION Effective Date of Transfer 09/01/99
[X] Oil Lease: No. of Wells 7 ** DEC 17 1999	Lease Name Stubbs-Mayer Waterflood SE/4 4 22S 8
[X] Gas Lease: No. of Wells _ 1 **	NE/2sec_9
** SIDE TWO MUST BE COMPLETED ** CONSERVATION DIVISION WIGHTA, KS	Legal Description of Lease:
[] Saltwater Disposal Well - Docket No. Spot Location: feet from N/S Line	e See Attached
feet from E/W Line	e
[X] Enhanced Recovery Proj. Docket No E 20,086 Entire project: Yes/No	
Number of injection wells 2 **	Production Zone(s) MISSISSIPPI
Field Name Sterling	Injection Zone(s) Mississippi Chert
Surface Pond Permit # (API No. If Drill Pit)	Feet from N/S Line of Section Feet from E/W Line of Section
(AFI NO. II SIIII 110)	
Identify: Emergency Pit Burn Pit	Storage Pit Drill Pit
**************************************	act Person. Bob Anstine
Past Operator's Name and Address: Phon	e: (580) 762-6355
Anstine-Musgrove Date	
P. B. Box 391 —Ponca City, OK 74601 sign	
Title Sign	ature
New Operator's License No. 6461 Cont	act Person Casey Musgrove
	e (580) 761-3320
	and the second s
Landers & Musgrove P.O. Box 266 Oil/	Gas Purchaser Diamond Shamrock
Okemah. OK 74859	
Okemah, OK 74859	12/14/99
Date	12/14/99
Title Philip E. Landers - Partner Sign	12/14/99
Title Philip E. Landers - Partner Sign ************************************	12/14/99 Lature Heir E Lander by B4 Letter for transfer of injection authorization
Title Philip E. Landers - Partner Sign ************************* ACKNOWLEDGEMENT OF TRANSFER: The above requesurface pond permit # has been not	12/14/99 Lature Heig E Lander by B L Lest for transfer of injection authorization led, approved and duly recorded in the record
Title Philip E. Landers - Partner Sign ************************* ACKNOWLEDGEMENT OF TRANSFER: The above reques surface pond permit # has been not of the Kansas Corporation Commission. This ac	nature Hirip E Janders by B4 est for transfer of injection authorization approved and duly recorded in the record exhowledgement of transfer pertains to Kansa
Title Philip E. Landers - Partner Sign ****** ****** ***** ***** ***** ****	nature Huip E Janden by B4 est for transfer of injection authorization and approved and duly recorded in the record the sknowledgement of transfer pertains to Kansa
Title Philip E. Landers - Partner Sign ************************* ACKNOWLEDGEMENT OF TRANSFER: The above reques surface pond permit # has been not of the Kansas Corporation Commission. This ac	nature Hirip E Janders by BJ est for transfer of injection authorization approved and duly recorded in the record exhowledgement of transfer pertains to Kansa
Title Philip E. Landers - Partner Sign ****************************** ACKNOWLEDGEMENT OF TRANSFER: The above requesurface pond permit # has been not of the Kansas Corporation Commission. This accomposition Commission records only and does not injection well(s) or pond permit.	ature Him Edander by Bd est for transfer of injection authorization and approved and duly recorded in the record eknowledgement of transfer pertains to Kansa ot convey any ownership interest in the above
Title Philip E. Landers - Partner ******************************* *****	ature Huip Edander by B4 est for transfer of injection authorization ed, approved and duly recorded in the record eknowledgement of transfer pertains to Kansa ot convey any ownership interest in the above
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Title Philip E. Landers - Partner ****** ****** ****** ***** ***** ****	ature Him Edander by Bd est for transfer of injection authorization ed, approved and duly recorded in the record eknowledgement of transfer pertains to Kansa ot convey any ownership interest in the above is acknowledged as the operator of the above named lease containing surface pond permitted by #

MUST BE FILED FOR ALL WELLS

*LEASE NAME	Mayer "B"	*LOCATION: SE/4 Sec 4-22S-8W	
WELL NO.	API NO. (YR DRLD/PRE '67):	FOOTAGE FROM SECTION LINE (i.e. FSL=Feet from South Line) TYPE OF WE (OIL/GAS INJ/WSW)	(PROD/TA'D
1	1953 <i> 5- </i> 5 9- 0 5 536	SE SW SE Circle Circle 330 FSL/APAXK 1650 FEL/APAXL Oil	Prod
3	1953 <i>15-159-0553</i> 7	990 FSL/XXX 330 FEL/XXX Gas	TA'D
4	1953	<u> 52 56 56</u> 	Prod
	-	FSL/FNL FEL/FWL	
		FSL/FNL FEL/FWL	
1.		FSL/FNL FEL/FWL	
1) (2)		FSL/FNL FEL/FWL	
	Jane 1	FSL/FNL FEL/FWL	
		FSL/FNLFEL/FWL	
* ·		FSL/FNL FEL/FWL	
		FSL/FNL FEL/FWL	
		FSL/FNL FEL/FWL	
-	-	FSL/FNL FEL/FWL	
		FSL/FNLFEL/FWL	
		FSL/FNLFEL/FWL	
¥		FSL/FNLFEL/FWL	

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.

MUST BE FILED FOR ALL WELLS

*LEASE NAME	Sylvia-Mayer	*LOCATION: _NE/4 Sec 9-22	2S-8W		~
WELL NO.	API NO. (YR DRLD/PRE '67) -	FOOTAGE FROM SECTION L (i.e. FSL=Feet from Sou		TYPE OF WELL (OIL/GAS INJ/WSW)	WELL STATUS (PROD/TA'D ABANDONED)
2	1954 <i>15-155-0 23 9 9</i>	VWWENG Circle 4950 FSL/KWX _990_	Circle FEL/KWKX	Oil	Prod
33	1954 <i>15-155-023</i> 65	3300 FSL/KXXX 1980	FEL/XXXX	<u>Inj</u>	
	1954 15-155-02366	- SWNW NG 4290 FSL/ΚΧΚΧ 2310	FEL/KMMX	Oil	Prod
5	1954 15-155-02367	3300 FSL/¥XXX 990	FEL/XXXX	<u>Oil</u>	Prod
7	1955 15-155-0236		FEL/XWY	Oil	Prod
1		NENWNE 330 XXXI/FNL 1650	EL/Æ	Inj	
	=	FSL/FNL	FEL/FWL	NO SS	
=		FSL/FNL	FEL/FWL	SOMMIS	NOIS NICK
	W 10	FSL/FNL	FEL/FWL	A TION ON	NO. N.
		FSL/FNL			CAT CONSERVATION WICH
	ç.	FSL/FNL			CONUSE
	. K	FSL/FNL		7. 2. 3.	
	#	FSL/FNL	4	F I I I	x19
-		FSL/FNL	1020	-	
1					
		FSL/FNL			
		FSL/FNL	FEL/FWL		

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

MUST BE FILED FOR ALL WELLS

*LEASE NAME	Stubbs "F"	*LOCATIO	NW/4 Sec 9-22S-	-8W		3
WELL NO.	API NO. (YR DRLD/PRE '67)		FROM SECTION LIN =Feet from Sout		TYPE OF WELL (OIL/GAS INJ/WSW)	WELL STATUS (PROD/TA'D ABANDONED)
1	1954 15-155-01641	62 SEN W 3300	Circle FSL/RML 2970	Circle _ FEL/RWL	Oil	Prod
			FSL/FNL	_ FEL/FWL		
			FSL/FNL	_ FEL/FWL		-
-		-	FSL/FNL	_ FEL/FWL		
			FSL/FNL	_ FEL/FWL	-	N
			FSL/FNL	FEL/FWL		WI-SSIO
			FSL/FNL	FEL/FWL	-	ON COMMISSION SO
			FSL/FNL	_ FEL/FWL		PORATIO
			FSL/FNL	_ FEL/FWL		W W W W W W W W W W W W W W W W W W W
			FSL/FNL	FEL/FWL		KANS/
			FSL/FNL	_ FEL/FWL		
-			FSL/FNL	FEL/FWL	-	
		,	FSL/FNL	_ FEL/FWL		•
-			FSL/FNL	_ FEL/FWL		
-		Participation	FSL/FNL	FEL/FWL		
•	-	-	FSL/FNL	FEL/FWL	***************************************	,

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 covers more than one section please indicate which section each well is located.

KANSAS CORPORATION COMMISSION

JAN 2 7 2000

CONSERVATION DIVISION

WICHITA, KS

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, ANSTINE-MUSGROVE OIL COMPANY, hereinafter called Assignor, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledge, do hereby sell, assign, transfer and set over unto LANDERS & MUSGROVE OIL COMPANY, hereinafter called Assignee, all right, title and interest in and to the good, valid and subsisting oil and gas lease, hereinafter described insofar as same cover and convey the tract of land (known as the Stubbs-Mayer Lease) hereinafter described, situated in the County of Reno, State of Kansas, which tract of land, as well as said oil and gas leases covering same are more particularly described as follows, to wit:

Dated March 2, 1945, executed by Percy E. Stubbs and Ethel Stubbs, his wife as lessors, to J. B. Hanna, as lessee, covering the Northwest Quarter (NW/4) of Section 9, Township 22 South, Range 8 West, and containing 160 acres, more or less, which lease appears of record in Book 48, Page 28 in the office of the Register of Deeds of Reno County, Kansas.

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 undersigned Assignors covenant with the Assignee, his heirs, successors or assigns that Assignors are the lawful owners of the said leases and rights and interests thereunder; that the undersigned have good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and encumbrances, and that all rentals and royalties due and payable thereunder have been duly paid. This sale to be effective the 24th day of August, 1999.

(This Space Reserved for Filing Stamp)

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:
That the undersigned,

JOHN W. STARK,

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.

THOS. H. ALLAN

RENO COUNTY SS
This instrument was filed for record on the 28 day of Now A. D. 195 at 2:50 o clock 4. M and duly
recorded in Look 80 on Page 152
REGISTER OF LEED!

ted	March	2	, 19 <u>_l</u>	15 , from .		_interest in an	- 100 Ge	
	Percy E.	Stubbs	and Ethel Si	tubbs, his w	ife			
	de ede jed s	waki I	.01.					
					Vijakovskih i Lada da	aliana monera maliona		a diagram
1.170×10.	J. В. н	anna						, lessor_S
orded in b	Reno	1,8		28ins		ase covers the	following de	_, lessee scribed land
	TEHO.		County, Sta	ite of	Kansas		-	

together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

ing 160 acres, more or less,

Assignor herein, for himself and his assigns, however, expressly excepts and reserves from this assignment, and retains title to, as an overriding royalty interest, an undivided 1/16th of the 7/8ths working interest oil, gas and casinghead gas produced, saved and marketed from the above described land, free and clear of all costs and expenses of development and operation of the premises, except taxes on said reserved interest, or the production therefrom. This reservation shall constitute a covenant running with the land and the leasehold estate.

It is understood and agreed between Assignor and Assignee herein that any and all overriding royalties and production payments heretofore reserved from the above lease by Assignor have been, and are, merged in the title to the above described lease, to the end that the only overriding royalty burdening the above described lease is, and shall be, the overriding royalty specifically reserved herein.

of Section	Township	Range	and con	taining	garag m	ore or less
togother with the	mights incident there	to and the personal p	operty thereon, ap	purtenant thereto	or used or obtained	in connec
			- [
And for the s	same consideration th	e Assignor covenants	with the Assigno	o its or his hairs		

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, and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same.

, 19.52
#
HUM.

	signed, a Notary Public	ss. ACKNOWLEDGE, within and for said Co		his 26th
y of november				
-	JOHN W. STARK,	· · · · · · · · · · · · · · · · · · ·		
IN WITNESS WHER	same as his from EOF, I have hereunto so 1 au 23, 195	ee and voluntary act and at my hand and official	d deed for the uses an seal the day and year	nent and acknowledged to n d purposes therein set fort last above written. Notary Public UAL (Kans. Okla. and Cold
Before me, the under	signed, a Notary Publi	c, within and for said	County and State, on	this
y of		9, personally appe		
d				
atexecuted the	same asfr EOF, I have hereunto s	ee and voluntary act an	d deed for the uses an seal the day and yea	ment and acknowledged to and purposes therein set for a last above written.
3.0				Notary Public
ATE OF		1 - 1 - 1 - 1	Will BDOLESTER TO	CORPORATION
UNTY OF	- 	Ss. ACKNO	WLEDGMENT FOR	CORPORATION
Be it remembered tha	t on thisday of		, 19, 1	perfore me, the undersigned
tary Public, duly commiss	ioned, in and for the co	unty and state aforesaid	d, came	to be such officer, and to
ASSIGNMENT OF OIL AND GAS LEASE Commission expires		set my hand and officia		When recorded, return to THE KANSAS BLUE PRINT CO. THE KANSAS BLUE PRINT CO. THE NORTH MARKET ST. WICHTA, KANSAS
ATE OF	signed, a Notary Publi	ss. ACKNOWLEDG	MENT FOR INDIVID	UAL (Kans. Okla. and Col

Notary Public

My commission expires_

IN WITHESS WHEREOF, The undersigned owners and assignors have signed and sealed this instrument this 7th day of January, 2000

ANSTINE-MUSGROVE OIL COMPANY

Robert J. Anstine

Managing Partner

STATE OF OKLAHOMA

} ss.

COUNTY OF KAY

Before me, the undersigned, a Notary Public, in and for said County and State on this 7st day of January, 2000 personally appeared ROBERT J. ANSTINE to me known to be the identical person who subscribed the name of ANSTINE-MUSGROVE OIL COMPANY to the foregoing instrument as its Managing Partner and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such partnership for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Gloria J. Linville, Notary Public

My commission expires: 9/30/2001

, 6d

ASSIGNMENT OF OIL AND GAS LEASE

STATE OF KANSAS | #2668 SS

This instrument was filed for record on the 13 day of SEPTEMBER

A.D. 19 99 at 8:00 o'clock

A. M. and duly recorded in book

O&G 133 page 54

Dlady Alcek

Register of Deeds

Prenda Hund Dep \$10.00

KNOW ALL MEN BY THESE PRESNETS:

That the undersigned, ANSTINE-MUSGROVE OIL COMPANY, hereinafter called Assignor, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer and set over unto LANDERS & MUSGROVE OIL COMPANY, hereinafter called Assignee, all right, title and interest in and to those twelve (12) good, valid and subsisting oil and gas leases, hereinafter described insofar as same cover and convey the tracts of land (known as the Stubbs-Mayer Lease) hereinafter described, situated in the Counties of Rice and Reno, State of Kansas, which tracts of land, as well as said oil and gas leases covering same are more particularly described as follows, to wit:

Leases situated in Rice County, Kansas:

Dated May 2, 1950, executed by Sylvia Mayer and Charles R. Mayer, her husband, as lessors, to John W. Stark, as lessee, covering the North Half of the Southwest Quarter (N/2 SW/4) Section 33, Township 21 South, Range 8 West, containing 80 acres, more or less, which lease appears of record in Book 121 Misc., Page 71 in the office of the Register of Deeds of Rice County, Kansas;

Dated May 2, 1950, executed by Sylvia Mayer and Charles R. Mayer, her husband, as lessors, to John W. Stark, as lessee, covering Lots 1 and 2 of the Southwest Quarter (SW/4) of Section 33, Township 21 South, Range 8 West, containing 80 acres, more or less, which lease appears of record in Book 121 Misc., Page 72 in the office of the Register of Deeds of Rice County, Kansas;

Dated May 2, 1950, executed by Sylvia Mayer and Charles R. Mayer, her husband, as lessors, to John W. Stark, as lessee, covering Lots 3 and 4 (and all accretions thereto) of Section 3, Township 22 South, Range 8 West, containing 97 acres, more or less, which lease appears of record in Book 121 Misc., Page 70 in the office of the Register of Deeds of Rice County, Kansas;

Dated May 2, 1950, executed by Sylvia Mayer and Charles R. Mayer, her husband, as lessors, to John W. Stark, as lessee, covering Lot 5 (and all accretions thereto) of Section 3, Township 22 South, Range 8 West, containing 123 acres, more or less, which lease appears of record in Book 121 Misc., Page 73 in the office of the Register of Deeds of Rice County, Kansas;

Dated May 2, 1950, executed by Sylvia Mayer and Charles R. Mayer, her husband, as lessors, to John W. Stark, as lessee, covering the North Half of the Southwest Quarter (N/2 SW/4) of Section 3, Township 22 South, Range 8 West, containing 80 acres, more or less, which lease appears of record in Book 121 Misc., Page 67 in the office of the Register of Deeds of Rice County, Kansas;

Dated May 2, 1950, executed by Sylvia Mayer and Charles R. Mayer, her husband, as lessors, to John W. Stark, as lessee, covering the South Half of the Southwest Quarter (S/2 SW/4) of Section 3, Township 22 South, Range 8 West, containing 80 acres, more or less, which lease appears of record in Book 121 Misc., Page 69 in the office of the Register of Deeds of Rice County, Kansas;

2 = 2

DEC 17 1999

Dated May 2, 1950, executed by Sylvia Mayer and Charles R. Mayer, her husband, as lessors, to John W. Stark, as lessee, covering the Southeast Quarter (SE/4) Section 4, Township 22 South, Range 8 West, containing 160 acres, more or less, which lease appears of record in Book 119 Misc., Page 511 in the office of the Register of Deeds of Rice County, Kansas;

Dated February 28, 1951, executed by John Mathes and Verdella Mathes, his wife, as lessors, and John W. Stark, as lessee, covering the East Half of East Half of Southwest Quarter (E/2 E/2 SW/4) of Section 4, Township 22 South, Range 8 West, Containing 40 acres, more or less, which lease appears of record in book 125 Misc., Page 358 in the office of the Register of Deeds Rice County, Kansas;

Leases situated in Reno County, Kansas;

Dated May 2, 1950, executed by Sylvia Mayer and Charles R. Mayer, her husband, as lessors, to John W. Stark, as lessee, covering the South Half of the Southeast Quarter (S/2 SE/4) of Section 5, Township 22 South, Range 8 West, containing 80 acres, more or less, which lease appears of record in Book 61, Page 251 in the office of the Register of Deeds of Reno County, Kansas;

Dated May 2, 1950, executed by Sylvia Mayer and Charles R. Mayer, her husband, as lessors, to John W. Stark, as lessee, covering the Northeast Quarter (NE/4) of Section 9, Township 22 South, Range 8 West, containing 160 acres, more or less, which lease appears of record in Book 61, Page 157 in the office of the Register of Deeds of Reno County, Kansas;

Dated May 2, 1950, executed by Sylvia Mayer and Charles R. Mayer, her husband, as lessors, to John W. Stark, as lessee, covering the East Half of the Southeast Quarter (E/2 SE/4) of Section 9, Township 22 South, Range 8 West, containing 80 acres, more or less, which lease appears of record in Book 61, Page 158 in the office of the Register of Deeds of Reno County, Kansas;

Dated May 2, 1950, executed by Sylvia Mayer and Charles R. Mayer, her husband, as lessors, to John W. Stark, as lessee, covering the North Half of the Northwest Quarter (N/2 NW/4) of Section 10, Township 22 South, Range 8 West, containing 80 acres, more or less, which lease appears of record in Book 61, Page 156 in the office of the Register of Deeds of Reno County, Kansas;

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 undersigned Assignors covenant with the Assignee, his heirs, successors or assigns that Assignors are the lawful owners of the said leases and rights and interests thereunder; that the undersigned have good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and encumbrances, and that all rentals and royalties due and payable thereunder have been duly paid. This sale to be effective the 24th day of August, 1999.

IN WITHESS WHEREOF, The undersigned owners and assignors have signed and sealed this instrument this 1st day of September, 1999.

ANSTINE-MUSGROVE OIL COMPANY

Robert J. Anstine Managing Partner

STATE OF OKLAHOMA }
SS.
COUNTY OF KAY

Before me, the undersigned, a Notary Public, in and for said County and State on this 1st day of September, 1999, personally appeared ROBERT J. ANSTINE to me known to be the identical person who subscribed the name of ANSTINE-MUSGROVE OIL COMPANY to the foregoing instrument as its Managing Partner and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such partnership for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

Gloria J. Linville, Notary Public

My commission expires: 9/30/2001