

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

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,
MUST be submitted with this form.

Check Applicable Boxes:

- Oil Lease: No. of Oil Wells _____ **
- Gas Lease: No. of Gas Wells _____ **
- Gas Gathering System: _____
- Saltwater Disposal Well - Permit No.: _____
Spot Location: _____ feet from N / S Line
_____ feet from E / W Line
- Enhanced Recovery Project Permit No.: _____
Entire Project: Yes No
Number of Injection Wells _____ **

Field Name: _____

**** Side Two Must Be Completed.**

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

_____ Sec. _____ Twp. _____ R. E W

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Type of Pit: Emergency Burn Settling Haul-Off Workover Drilling

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

Oil / Gas Purchaser: _____

Date: _____

Title: _____

Signature: _____

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.

_____ is acknowledged as
the new operator and may continue to inject fluids as authorized by
Permit No.: _____ . Recommended action: _____

Date: _____
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 _____ PRODUCTION _____ UIC _____

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle FSL/FNL	Circle FEL/FWL		
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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.

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License # _____
Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____
Contact Person: _____
Phone: (_____) _____ Fax: (_____) _____
Email Address: _____

Well Location:
____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West
County: _____
Lease Name: _____ Well #: _____

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

Surface Owner Information:

Name: _____
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ + _____

When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: _____ Signature of Operator or Agent: _____ Title: _____

Karen Houseberg

From: Pintail Petroleum <pintail@pintailpetroleum.com>
Sent: Monday, May 22, 2017 9:56 AM
To: 'Karen Houseberg'
Subject: FW: Hawthorne lease transfer

From: Darrel Walters [mailto:DarrelWalters@berentzdrilling.com]
Sent: Sunday, May 21, 2017 11:52 AM
To: pintail@pintailpetroleum.com
Subject: Hawthorne lease transfer

Karen,

This is to confirm that Berentz Drilling Company, Inc., License #5892, does transfer operations of the Hawthorne lease in W/2 SE/4 and SW/4 of Sec 27-25S-8E, Greenwood County, Kansas to Pintail Petroleum LTD, License #5086, effective May 1, 2017.

Darrel G. Walters
of Berentz Drilling Company, Inc.



AGREEMENT, Made and entered into this 2nd day of January 19 86, by and between Edward H. Hawthorne and V. Cathryn Hawthorne, His Wife and Ronald Ray Hawthorne and Roberta J. Hawthorne, His Wife

Jack Berentz Party of the first part, hereinafter called lessor (whether one or more) and Part V of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of One Thousand Two Hundred and no/100 DOLLARS, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto said lessee, for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products; injecting gas, waters, other fluids, and air into subsurface strata; laying pipe lines, storing oil, building tanks, power stations, roadways, and other structures and things thereon to produce, save, take care of, treat, process, store, transport and market said oil, liquid hydrocarbons, gases, and their respective constituent products, the following described land together with any reversionary rights and after-acquired interests therein, situated in the County of Greenwood, State of Kansas

described as follows, to-wit: The Southwest Quarter (SW/4) and West Half of the Southeast Quarter (W/2 SE/4)

of Section 27 Township 25S Range 8E and containing 240 acres more or less.

It is agreed that this lease shall remain in full force for a term of three years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, or the premises are being developed or operated.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty 1/8 of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty 1/8 of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty 1/8 of the proceeds from the sale of gas as such at the mouth of the well where gas only is found and where such gas is not sold or used, lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used as royalty, an amount equal to the delay rental provided in the next succeeding paragraph hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under the above term paragraph hereof; the lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessor's sole risk and expense.

If operations for the drilling of a well be not commenced on said land on or before January 2, 19 87, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in The Home Bank and Trust Company Bank at Eureka, Kansas

or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of Seven Hundred Twenty and no/100 DOLLARS,

which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods or the same number of months successively. All such payments or tenders or rental may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date either direct to lessor or assigns or to said depository bank. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except water from wells of lessor.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

If the lessee shall commence operations to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them on an acreage basis, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments of said rentals. If the leased premises are now or hereafter owned in severalty or in separate tracts, the premises, nevertheless, may be developed and operated as an entirety, and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased area. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease is now or may hereafter be divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks for the oil produced from such separate tracts.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor by payment, any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof.

Whereof witness our hands as of the day and year first above written.

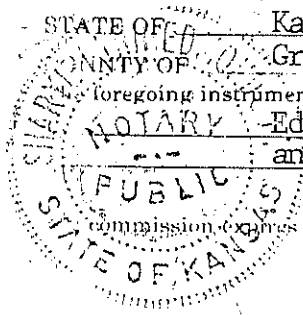
Witness to the mark:

Edward H. Hawthorne (SEAL)
Edward H. Hawthorne (SEAL)
V. Cathryn Hawthorne (SEAL)
Ronald Ray Hawthorne (SEAL)
Roberta J. Hawthorne (SEAL)
Roberta J. Hawthorne

For Assign & Bill of Sale See Vol. 71 Pg. 459

ORIGINAL COMPARED WITH RECORD

For Assign Lease See Vol. 64, Pg. 539; Vol. 65, Pg. 21; Vol. 67, Pg. 594; Vol. 68, Pg. 547; Vol. 69, Pg. 115; Vol. 70, Pg. 198, 213; Vol. 71, Pg. 255, 271, 375, 447, 448, 449, 451, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



STATE OF Kansas
COUNTY OF Greenwood

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this 2nd day of January, 19 86
by Edward H. Hawthorne and V. Cathryn Hawthorne and Ronald Ray Hawthorne
and Roberta J. Hawthorne

My commission expires 9-30-86

Sharyl Lynn Edmondson
Notary Public
Sharyl Lynn Edmondson

STATE OF _____
COUNTY OF _____

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____ and _____

My commission expires _____

Notary Public

STATE OF _____
COUNTY OF _____

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____ and _____

My commission expires _____

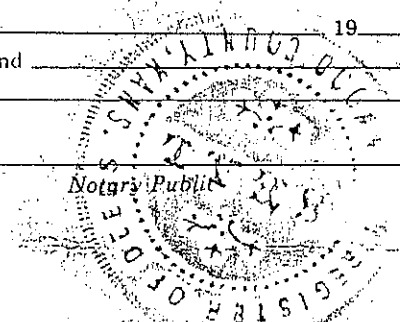
Notary Public

STATE OF _____
COUNTY OF _____

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____ and _____

My commission expires _____



No. _____
OIL AND GAS LEASE

FROM

TO

Date _____, 19____
Section _____ Twp. _____ Rge. _____
No. of Acres _____ Term _____
County _____

STATE OF Kansas
County Greenwood

This instrument was filed for record on the 2
day of January, 19 86.

at 11:00 o'clock A.M., and duly recorded
in Book 45 Page 275 of

the records of this office.

By Sharyl Lynn Edmondson
Register of Deeds

When recorded, return to _____

STATE OF _____
COUNTY OF _____

ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____
by _____
of _____ a _____

corporation, on behalf of the corporation.

My commission expires _____

Notary Public

SALT WATER SUPPLY AND/OR DISPOSAL LEASE AND AGREEMENT

THIS LEASE AND AGREEMENT, made and entered into this 31st day of May, 1989, by and between Edward H. Hawthorne and V. Cathryn Hawthorne, his wife, and Ronald Hawthorne and Roberta Hawthorne, his wife, hereinafter referred to as "Lessors", and Berentz Drilling Company, Inc., hereinafter referred to as "Berentz", hereby supersedes and takes the place of a certain Salt Water Disposal Lease and Agreement filed of record December 30, 1987 in Book 62 of Misc., Page 363 in Register of Deeds office, Greenwood County, Kansas,

WITNESSETH THAT:

WHEREAS, Lessors are the owner of the surface and mineral rights in and under the Northwest Quarter (NW/4) and Southwest Quarter (SW/4) and West Half of Southeast Quarter (W/2 SE/4) all of Section 27, Township 25 South, Range 8 East, Greenwood County, Kansas, and

WHEREAS, Berentz is the operator of an Oil and Gas Lease covering the Southwest Quarter and the West Half of the Southeast Quarter (SW/4 & W/2 SE/4) Section 27-25S-8E, Greenwood County, Kansas, otherwise known as the Hawthorne lease; and Berentz may operate additional oil and gas leases in the immediate area in the future, and

WHEREAS, the parties hereto desire to record their agreement pursuant to which Berentz may use a well he has completed located approximately 660' West of the Center and 200' North of Center and any future wells he may drill in the SW/4 or W/2 of SE Quarter of Section 27-25S-8E, Greenwood County, Kansas as an injection well, water supply well or dispose of salt water and other deleterious substances produced from wells located upon the Hawthorne Lease, and any other wells in the general area and vicinity.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Lessors by Berentz, the receipt and sufficiency of which is hereby acknowledged, Lessors do hereby lease unto Berentz for injection, supply, or disposal of salt water the following described land, to-wit:

A tract approximately three hundred (300) feet square located approximately 660' West of the Center and 200' North of Center of Section 27-25S-8E, Greenwood County, Kansas.

And in further consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

1. Berentz may use the location last described above for the purpose of injection, supply or disposal of salt or mineralized water and waste substances produced from wells now or hereafter operated by Berentz, or from any other wells in the vicinity. Berentz shall have such surface rights upon a tract approximately three hundred (300) feet square surrounding said well as may be convenient in carrying out the purpose of this agreement and may install such lines, pumps, equipment, settling tanks, machinery, and other equipment as Berentz shall deem suitable for the purpose intended.
2. Berentz may use other wells on the SW/4 and W/2 of SE/4 for the purpose of injection, supply or disposal of salt or mineralized water and waste substances produced from wells now or hereafter operated by Berentz, or from any other wells in the vicinity.
3. Berentz shall have the right, at any time, to remove from the wells, or the said premises, any and all equipment placed thereon by him and upon abandonment of said wells, Berentz shall clean up the leased area with reasonable diligence and dispatch.

ORIGINAL COMPARED
WITH RECORD

For Assign Lease see Vol. 73 pg. 213

Page Two - Salt Water Supply and/or Disposal Lease Agreement

4. Berentz shall have the right of ingress and egress to the leased premises and shall have the right to use an existing road beginning 1100' North of South East corner of Section 27 and crossing the South Half of the Section to a point approximately 1000' North of the South West corner of Section 27-25S-8E, Greenwood County. For the use of this road to enter into Section 28-25S-8E, Butler County, Kansas, Berentz agrees to pay the surface owner of the South Half of Section 27-25S-8E the sum of \$300.00 annually. It shall be at Berentz discretion as to how long he uses this road for such purpose and Berentz shall have the right to lay and maintain pipelines upon and over lands of Lessors, their heirs and assigns, whether or not included within the demised premises, for the purpose of transporting salt water and other deleterious substances. Any such lines shall be buried below plow depth.
5. Berentz agrees to consult with Lessors as to the location of all roads and tanks as may be convenient in carrying out the purposes of this agreement.
6. This lease shall continue in full force and effect for as long a period of time as said wells can be used for injection, water supply or disposal of produced water from the general area and as long as the annual payments due, as hereinafter set out, have been made.
7. Lessors expressly grant to Berentz the right and privilege of entering into an agreement with other operators in the general vicinity of this land above described for the joint use and operation of the premises herein described and the disposal system to be erected and maintained under the terms of this lease.
8. Berentz agrees to pay Lessors, as full consideration for this right, the sum of Two Hundred Fifty Dollars (\$250.00) annually for each tank battery that serves lands not owned by Lessors from which salt water is transported to said disposal wells. Said payment shall be prorated for the remaining portion of the first year in which disposal has been commenced and shall be payable each year thereafter on the anniversary date of this agreement as long as use of said disposal wells take place.
9. No payment shall be due Lessor for salt water transported to said disposal wells from tank batteries serving land owned now, or in the future, by Lessors.
10. Berentz agrees to notify Lessors when said wells are first used for injection, supply, or disposal, and when any new lease commenced use of said disposal wells.
11. Berentz shall pay Lessors for any and all damages which may occur to the land or to growing crops by reason of the operation and maintenance of said disposal wells and system.
12. All sums payable to Lessors under the terms of this agreement shall be paid to Edward H. Hawthorne and V. Cathryn Hawthorne or the surface owners of the respective acreage.
13. This lease may be terminated by Berentz at any time by giving Lessors written notice. Lessors have fifteen (15) days from the receipt of such notice to inform Berentz of their intent to purchase said disposal wells and equipment. The sale price shall be the replacement price of similar equipment at the time of sale.
14. This lease and agreement and all of the terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this lease and agreement as of the day and year first above written.

Edward H. Hawthorne
Edward H. Hawthorne

V. Cathryn Hawthorne
V. Cathryn Hawthorne

Ronald Hawthorne
Ronald Hawthorne

Roberta Hawthorne
Roberta Hawthorne

BERENTZ DRILLING COMPANY, INC.

ATTEST:

Sharyl Edmondsaw

Jack R. Berentz
Jack R. Berentz, President

STATE OF KANSAS)
COUNTY OF GREENWOOD) ss:

BE IT REMEMBERED, That on this 31st day of May, 1989, before me, a Notary Public, in and for the County and State aforesaid, came EDWARD H. HAWTHORNE, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My appointment expires: 9-1-89

Mary Alice Evenson
Notary Public



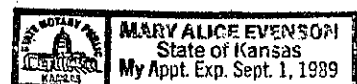
STATE OF KANSAS)
COUNTY OF GREENWOOD) ss:

BE IT REMEMBERED, That on this 31st day of May, 1989, before me, a Notary Public, in and for the County and State aforesaid, came V. CATHRYN HAWTHORNE, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My appointment expires: 9-1-89

Mary Alice Evenson
Notary Public



Page Four - Salt Water Supply and/or Disposal Lease Agreement

STATE OF KANSAS)
COUNTY OF GREENWOOD) ss:

BE IT REMEMBERED, That on this 31st day of May, 1989, before me, a Notary Public, in and for the County and State aforesaid, came RONALD HAWTHORNE, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My appointment expires: 9-1-89

Mary Alice Evenson
Notary Public



STATE OF KANSAS)
COUNTY OF GREENWOOD) ss:

BE IT REMEMBERED, That on this 31st day of May, 1989, before me, a Notary Public, in and for the County and State aforesaid, came ROBERTA HAWTHORNE, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My appointment expires: 9-1-89

Mary Alice Evenson
Notary Public



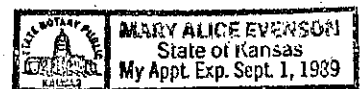
STATE OF KANSAS)
COUNTY OF GREENWOOD) ss:

BE IT REMEMBERED, That on this 31st day of May, 1989, before me, the undersigned, a Notary Public, duly commissioned, in and for the County and State aforesaid, came JACK R. BERENTZ, PRESIDENT OF BERENTZ DRILLING COMPANY, INC., a corporation of the State of Kansas, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

My appointment expires: 9-1-89

Mary Alice Evenson
Notary Public



STATE OF KANSAS FEE \$12.00
GREENWOOD CO. SS
This instrument was filed on this 6
day of June 1989 at 2:05
o'clock PM, and duly entered in book
64 of Misc page 505
Irma Gray Register
By Marsha E. Ramey Deputy

