



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

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: _____

Title: _____

Signature: _____

Oil / Gas Purchaser: _____

Date: _____

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 _____



1359786

Side Two

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) |
|----------|------------------------------|----------------------------------------------------------------|--------------------------|-----------------------------------|--------------------------------------|
| | | <i>Circle</i> FSL/FNL | <i>Circle</i> 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.



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 | | |
| _____ | _____ | _____ FSL/FNL | _____ FEL/FWL | _____ | _____ |
| _____ | _____ | _____ FSL/FNL | _____ FEL/FWL | _____ | _____ |
| _____ | _____ | _____ FSL/FNL | _____ FEL/FWL | _____ | _____ |
| _____ | _____ | _____ FSL/FNL | _____ FEL/FWL | _____ | _____ |
| _____ | _____ | _____ FSL/FNL | _____ FEL/FWL | _____ | _____ |
| _____ | _____ | _____ FSL/FNL | _____ FEL/FWL | _____ | _____ |
| _____ | _____ | _____ FSL/FNL | _____ FEL/FWL | _____ | _____ |
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| _____ | _____ | _____ 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. If a lease covers more than one section please indicate which section each well is located.



Form Must Be Typed
Form must be Signed
All blanks must be Filled

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: _____

OIL AND GAS LEASE

THIS AGREEMENT, entered into this 21st day of June, 2017, between Warren K. Newby and Linda L. Newby, husband and wife, (hereinafter called lessor) and Ron Cunningham, d/b/a Cunningham Crude, (hereinafter called lessee), does witness:

1. That lessor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let, and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, for the purpose of carrying on geological, geophysical, and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline, including all associated hydrocarbons produced in a liquid or gaseous form and including gas found in and produced from coal formations or coal seams and all zones in communication therewith, which gas is sometimes referred to as coal bed methane, coal seam gas or occluded gas and all other gases and their respective constituent vapors, (including coalbed methane gas, helium, and all other constituents and substances produced therewith), including the dewatering for production of coalbed methane gas, and for constructing roads, laying pipe lines, building tanks, storing oil, and erecting other structures thereon which are necessary or convenient for the economical operation of said land to produce, save, take care of, and manufacture all of such substances, said tract of land with any reversionary rights therein being situated in the county of Montgomery, state of Kansas, and described as follows:

The S/2 [✓]NW/4 and the N/2 [✓]SW/4 except the W/2 [✓]SW/4 [✓]NW/4 SW/4 of Section 10, T35S, R15E

containing 155 acres, more or less.

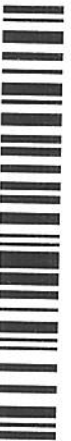
2. This lease shall remain in force for a term of one (1) year from the date hereof, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline, or any of the products covered by this lease are or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells, three-sixteenths (3/16ths) of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such three-sixteenths (3/16ths) royalty the market price for oil of like grade and gravity.

4. 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 three-sixteenths (3/16ths) of the market value of such gas at the mouth of the well. The lessee shall pay to lessor for gas of whatsoever nature or kind (with all of its constituents) and all other substances covered hereby sold by lessee, a royalty of three-sixteenths (3/16ths) of the net proceeds realized by lessee from the sale thereof, less a proportionate part of the ad valorem, production, severance and other excise taxes and any costs incurred by lessee in delivering, processing, compressing, transporting, dehydrating, or otherwise making gas or other substances merchantable with said payments to be made monthly, not more than sixty (60) days following the last day of the month in which gas is delivered into the pipeline and credited to lessee's account by the gas purchaser.

State of Kansas, Montgomery County
This instrument was filed for
1 Record on June 30, 2017 1:11 PM
Recorded in Book 661 Page 210 - 213
Fee: \$60.00 201702184

Marilyn Calhoun
Marilyn Calhoun, Register of Deeds



5. If Lessee shall commence to drill a well or commence reworking operations on an existing well within the term of this lease or any extension thereof, the Lessee shall have the right to drill such well to completion or complete reworking operations 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 like effect as if such well had been completed within the term of years first mentioned. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work, other than surveying or staking the location, is done thereon which is necessary for such operations.

6. In case said lessor owns a less interest in the above-described land, other than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to said 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.

7. The lessee shall have the right to use gas, oil, and water found on said land for its operations thereon, except water from the wells or ponds of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the prior written consent of the lessor.

There are existing wells which are equipped, in whole or in part, a tank battery, and associated equipment appurtenant thereto, presently on the leasehold premises. Lessor and Lessee shall prepare a written inventory of the equipment presently on the lease. Lessor retains ownership of the existing equipment. Lessee may use the existing equipment for operation of the lease, but may not remove any of such equipment without the prior written consent of the Lessors. Lessee may, in his sole discretion, replace any of the existing equipment on the lease. If he does so, he may purchase the replaced item by paying Lessor its net salvage value (what a bona fide purchaser would pay for the item less costs to remove and transport to the purchaser).

Except as set forth above with respect to existing equipment, Lessee shall have the right at any time during, and within six (6) months after the expiration of this lease, to remove all machinery, fixtures, houses, buildings, and other structures placed on said premises by Lessee. Except where existing equipment of Lessor is located, Lessee shall grade to the original level and restore the surface to its original condition, as nearly as practicable, within six (6) months after the expiration of this lease.

8. If the estate of either party hereof is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

9. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage.

10. Lessor hereby warrants and agrees to defend the title to the land herein-described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above-described lands and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

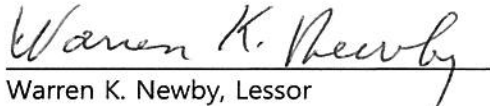
11. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate, provided lessee (a) resumes production, (b) initiates operations for recompleting an existing well within sixty (60) days from such cessation or (c) initiates operations for drilling a new well within sixty (60) days from such cessation, and this lease shall remain in force during the diligent prosecution of such operations and, if production results therefrom, then as long as production continues.

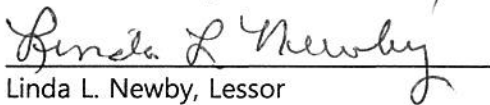
12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled, shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease, shall not be in any way terminated wholly or partially, nor shall the lessee be liable in damages for failure to comply with, any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules, or regulations (or interpretations thereof). If, during the last six months of the primary term hereof, lessee should be prevented from drilling a well hereunder by the order of any constituted authority having jurisdiction there over, the primary term of this lease shall continue until six months after said order is suspended.

14. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

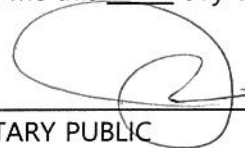
IN WITNESS WHEREOF, we sign the day and year first above written.


Warren K. Newby, Lessor


Linda L. Newby, Lessor

STATE OF KANSAS)
)
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 21ST day of June, 2017, by Warren K. Newby and Linda L. Newby, husband and wife.



NOTARY PUBLIC

My Appointment Expires:



AFFIDAVIT OF FORFEITURE



STATE OF KANSAS)
)ss:
COUNTY OF MONTGOMERY)

Warren K. Newby and Linda L. Newby, husband and wife, of lawful age, being first duly sworn on their respective oaths, state:

That on the 13th, 20th and 27th days of April, 2017, the undersigned, owners of the following described land situated in Montgomery County, Kansas, to-wit:

The S/2 NW/4 and the N/2 SW/4 except the W/2 SW/4 NW/4 SW/4[✓] of Section 10, T35S, R15E

upon which a lease, dated the 27th day of April, 2014, was given to ASG Holdings, LLC, caused to be served upon ASG Holdings, LLC by publication of said Notice in the Montgomery County Chronicle, a copy of which Notice and Affidavit of Publication is attached hereto, a "Notice to Release Oil and Gas Lease"; that said lessee, or its successors or assigns has failed and neglected to comply with the terms of said lease, by a permanent cessation of production; that as a result thereof the same has been forfeited and is void.

That the undersigned hereby file the above entitled Affidavit of Forfeiture for the purpose of giving public notice that said Oil and Gas Lease is null and void and of no further force or effect.

Further, affiants saith not.

DATED: May 9, 2017.

Warren K. Newby
Warren K. Newby

Linda L. Newby
Linda L. Newby



State of Kansas, Montgomery County
This instrument was filed for
Record on June 13, 2017 8:29 AM
Recorded in Book 660 Page 987 - 989
Fee: \$46.00 201701967



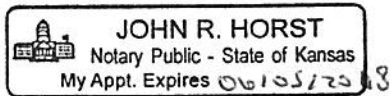
Marilyn Calhoun
Marilyn Calhoun, Register of Deeds

Subscribed and sworn to before me this 07 day of May, 2017.



NOTARY PUBLIC

My Appointment Expires:



Proof of publication:

(Published in the Montgomery County Chronicle on Thursday, April 13, 20 and 27, 2017)

NOTICE TO RELEASE OIL AND GAS LEASE

TO:

ASG Holdings, LLC
17090 Washington Street
Great Bend, KS 67350

ASG Holdings, LLC
300 Garden of the Gods Rd.
Colorado Springs, CO 80907

Warren K. Newby and Linda L. Newby, husband and wife, the undersigned owners of the following described land situated in Montgomery County, Kansas, to-wit:

The S/2 NW/4 and the N/2 SW/4 except the W/2 SW/4 NW/4 SW/4 of Section 10, T35S, R15E

upon which an oil and gas lease, dated the 27th day of April, 2014, was given to ASG Holdings, LLC, do hereby notify you that the terms of said oil and gas lease have been broken by the owner thereof, by a permanent cessation of production; that we hereby elect to declare and do declare the said lease forfeited and void and that, unless you do, within twenty days from this date, notify the Register of Deeds of said county as provided by law that said lease has not been forfeited, we will file with the said Register of Deeds an Affidavit of Forfeiture as provided by law; and we hereby demand that you execute or have executed a proper surrender of said oil and gas lease, and that you put the same of record in the office of the Register of Deeds of said county within twenty (20) days of this date.

DATED THIS 16th day of March, 2017.

Warren K. Newby
Linda L. Newby, Landowners

MONTGOMERY COUNTY Chronicle

P.O. Box 186 • 202 W. Fourth • Caney, KS 67333 • (620) 879-2156
422 W. Main • Independence, KS 67301 • (620) 331-5040

AFFIDAVIT OF PUBLICATION

NOTICE TO RELEASE OIL AND GAS LEASE (Warren and Linda Newby)

Andrew R. Taylor of lawful age, being duly sworn, deposes and says he or she represents the publisher of:

Montgomery County Chronicle

P.O. Box 186 • 202 W. Fourth • Caney, KS 67333

a weekly newspaper in the City of Caney, County of Montgomery, State of Kansas, and of general circulation in said county and which has been admitted to the U.S. Mail as a second class matter in said county, and which said newspaper has been continuously and uninterruptedly published in said county during the period of one year immediately prior to the first publication of the notice hereinafter mentioned.

Legal notice publication printed three (3) weeks
first published on Thursday, April 13, 2017
and again on Thursday, April 20 and 27, 2017

The affiant further says that he or she has personal knowledge of the statements above set forth and that they are true.



Signature

State of Kansas, Montgomery County

Subscribed and sworn to before me
this 28th day of April, 2017



 **KATHY TAYLOR**
Notary Public - State of Kansas
My Appt. Expires 05-02-2019