

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form T-1  
July 2014

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: \_\_\_\_\_

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 \_\_\_\_\_







KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

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**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: \_\_\_\_\_

CL  
53-15

KANSAS SECRETARY OF STATE  
Limited Liability Company  
Certificate of Amendment

CONTACT: Kansas Office of the Secretary of State

Memorial Hall, 1st Floor  
120 S.W. 10th Avenue  
Topeka, KS 66612-1594

(785) 296-4564  
kssos@sos.ks.gov  
www.sos.ks.gov

2188 01  
053 015  
\$35.00

FILED BY KS SOS  
06-07-2012  
1 02:35:59 PM  
FILE#: 3819760



03256871

**i** INSTRUCTIONS: All information must be completed or this document will not be accepted for filing.  
Please read instructions before completing.

STATE OF KANSAS }  
Chautauqua County } ss \$18.00

This instrument was filed for record this 30 day of June, 2017 at 9:00 o'clock AM and duly recorded in book 179 of records on page 148

*Jamal Beer*  
REGISTER OF DEEDS

**1. Business entity ID number:**

This is not the Federal Employer ID Number (FEIN)

3819760

**2. Name of the limited liability company:**

Name must match the name on record with the Secretary of State

Kurtis Energy, LLC

**3. The limited liability company amends its articles of organization as follows:**

Amend Name to: Southwinds Energy, LLC

**4. Future effective date:**

A future effective date must be within 90 days of filing date

Upon filing

Future effective date

Month Day Year

**5. I declare under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct and that I have remitted the required fee.**

*Lindsay Horton*  
Signature of authorized person

5/30/2012  
Date (month, day, year)

Lindsay Horton  
Name of signer (printed or typed)

**i** Instructions:

1. Submit this form with the \$35 filing fee.

STAY UP-TO-DATE ON YOUR ORGANIZATION'S STATUS, ANNUAL REPORT DUE DATE AND CONTACT ADDRESSES BY GOING TO WWW.SOS.KS.GOV. UNDER QUICK LINKS, SELECT SEARCH BUSINESS ENTITY INFORMATION.

NOTICE: There is a \$25 service fee for all checks returned by your financial institution. All information must be completed or this document will not be accepted for filing.



I hereby certify this to be a true and correct copy of the original on file.  
Certified on this date: June 23, 2017 Page 1 of 1  
Kris W. Kobach  
Secretary of State *Kris W. Kobach*

K.S.A. 17-7674  
K.S.A. 17-76,124

CLS

STATE OF KANSAS }  
Chautauqua County } ss \$12.00 ✓  
This instrument was filed for  
record this 6 day of Dec.  
2012 at 9:05 o'clock AM and  
duly recorded in book 162  
of records on page 403

Lama C Beeson  
REGISTER OF DEEDS

Melody Rodriguez  
Deputy

South Butcher (Rogers)

Ⓟ

**SUBORDINATION AGREEMENT – OIL AND GAS LEASE**  
**Frontier Farm Credit**

Loan #2562335

KNOW ALL MEN BY THESE PRESENTS, That Whereas, on October 16, 2009, Red Buffalo Ranch, LLC, as Lessor(s), executed a certain Oil and Gas Lease for a primary term of three years to Kurtis Energy, LLC, as Lessee(s) upon the following described real estate to wit:

Township 33 South, Range 10 East

- ✓ Section 25: SW/4 lying South of the County Road
- ✓ Section 26: SE/4
- ✓ Section 35: That part of N/2 SE/4 and NE/4 lying West of the County Road

Said lease is recorded in Book 147 @ Page 220 in Chautauqua County, Kansas.

WHEREAS, it is the desire of the Owner(s) of said Oil and Gas Lease (hereinafter referred to as the Lease-owner, whether one or more), that the right, title and interest of the Lease-owner, his heirs, successors and assigns acquired under and by virtue of said lease be paramount and superior to the lien(s) of any mortgage(s) or deed(s) of trust held by the undersigned on the above described property.

NOW THEREFORE, for valuable consideration, the receipt whereof is hereby acknowledged, the undersigned does (do) hereby subordinate the lien(s) of any mortgage(s) or deed(s) of trust owned by the undersigned and covering the above described real estate, to the right, title and interest of the Lease-owner, his heirs, successors and assigns under and by virtue of said lease, and does (do) hereby consent and agree that the right, title and interest of the Lease-owner, his heirs, successors and assigns and to the above described real estate under and by virtue of said lease shall be paramount and superior to the liens(s) of said Mortgage(s) or deed(s) of trust thereon.

PROVIDED HOWEVER, and it is expressly understood and agreed that nothing herein contained shall operate in any way to alter, change or modify the terms and conditions of





ROGERS

STATE OF KANSAS }  
Chautauqua County } ss \$28.00 ✓  
This instrument was filed for  
record this 23 day of February  
2010 at 9:00 o'clock AM and  
duly recorded in book 147  
of records on page 220

*Laura C. Seese*  
REGISTER OF DEEDS

Rogers Townsite Lease

OIL AND GAS LEASE

AGREEMENT made and entered into effective the 16 day  
of OCTOBER, 2009, by and between:

RED BUFFALO RANCH, LLC, hereinafter referred to as Party of  
the First Part and/or Lessor (whether one or more), and

KURTIS ENERGY, LLC, hereinafter referred to as Party of the  
Second Party and/or Lessee (whether one or more).

WITNESSETH: That the said Lessor, for and in  
consideration of One Dollar (\$1.00) and other valuable  
consideration, the receipt and sufficiency of which is  
hereby acknowledged by Lessor, and of the covenants and  
agreements hereinafter contained on the part of the Lessee  
to be paid, kept and performed, Lessor has granted,  
demised, leased and let and by these presents does grant,  
demise, lease and let unto said Lessee, for the sole and  
only purpose of mining, exploring, developing and operating  
for oil and gas, hydrocarbons, all gases and their  
respective constituent products, injecting gas, water,  
other fluids and air into subsurface strata, and laying  
pipelines and building tanks, roadways, power stations,  
storing oil and other necessary structures and things  
thereon, to produce, save, treat, process, store,  
transport, market and take care of said products, the  
following described real estate together with any  
reversionary rights and after-acquired interests therein,  
situated in CHAUTAUQUA COUNTY, KANSAS, and described as  
follows, to-wit:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 25 LYING  
SOUTH OF THE COUNTY ROAD (KANSAS ROAD); THE SOUTHEAST  
QUARTER OF SECTION 26; THE NORTH HALF OF THE SOUTHEAST  
QUARTER AND ALL THAT PART OF THE NORTHEAST QUARTER LYING  
WEST OF THE COUNTY ROAD IN SECTION 35, ALL IN TOWNSHIP 33  
SOUTH, RANGE 10, EAST OF THE 6<sup>TH</sup> P.M.,

It is agreed that this lease shall remain in full  
force for a **Primary Term** of 3 years, and as long thereafter  
as oil or gas, or either of them, is produced from said  
land by the Lessee.

IN CONSIDERATION OF the premises the said Lessee covenants and agrees:

A. To deliver to the credit of Lessor, free of cost, in the pipeline to which Lessee may connect Lessee's wells, the equal ONE EIGHTH (1/8<sup>th</sup>) part of all oil produced and saved from the leased premises.

B. To pay to Lessor for gas from each well where gas only is found the equal ONE EIGHTH (1/8<sup>th</sup>) of the gross proceeds at the prevailing market rate, less a proportionate part of any production, severance and other excise taxes and costs incurred by Lessee in transporting, processing, compressing or otherwise making merchantable Lessor's share of gas.

C. THIS IS A PAID-UP LEASE WITH NO DRILLING REQUIREMENT. If production of oil and/or gas in paying quantities is not obtained by Lessee on or before the expiration of the Primary Term shown above, this lease shall terminate as to all parties.

D. 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 leased premises and thereby surrender this lease as to such portion or portions and be relieved of all exploration and development obligations as to the acreage surrendered.

E. If the Lessor owns a less interest in the leased premises than the entire and undivided fee simple estate therein, then the royalties and any rentals herein provided shall be paid the Lessor only in the proportion which Lessor's interest bears to the whole and undivided fee.

F. Upon receipt of written authorization from Lessor, Lessee shall have the right to use, free of cost, gas, oil and water produced on said leased premises for Lessee's operation thereon, except water from wells of Lessor. Upon receipt of written authorization from Lessee, Lessor shall have the right to use, free of cost, gas produced from said leased premises, for a principal dwelling only, as long as the use thereof does not materially and negatively affect the operations of the Lessee; however, Lessor shall be required to pay for all connection expenses and Lessor shall be responsible for maintenance thereof.

G. Lessee shall bury Lessee's pipelines and electric lines.

H. No well shall be drilled nearer than 200 feet to the dwelling or barn, any other improvement and ponds, if any, located on the leased premises without the written consent of Lessor.

I. Lessee shall pay for damages caused by its operations to growing crops and pasture on the leased premises. If Lessor and Lessee cannot agree as to the amount of damages, a third party acceptable to Lessor and Lessee and knowledgeable of the value of growing crops shall determine the amount of damages. Lessee shall pay to Lessor the sum of \$500.00 per well site and per tank battery as agreed-upon location damages. Lease roads shall be no wider than seventeen (17) feet and there shall be no more than one (1) lease road to each well. All wells and tank batteries shall have cattle-proof fences surrounding the same. Lessee shall exercise due diligence in addressing oil and/or saltwater spills and Lessee shall use due diligence in all development and production activities so as to minimize damage to the real estate.

J. Lessee shall have the right at any time to remove all leasehold equipment placed on the leased premises, including the right to draw and remove casing.

K. If the Lessee has commenced drilling, re-establishment of production or other like exploration and development activities on a well or wells located on the leased premises, the Lessee shall have the right to continue such activities until completion thereof, with completion to occur within 120 days following the expiration of the Primary Term. If oil and 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 Primary Term first mentioned above.

L. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants herein contained shall extend to their respective heirs, executors, administrators, trustees, successors or assigns, but no change in the fee title 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, recorded 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 leased premises 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, her 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 leased premises upon which the said Lessee or any assignee thereof shall make due payments of said rentals.

M. 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 and/or rentals shall be paid to each separate owner in the proportion that the acreage owned by said owner bears to the entire leased premises. There shall be no obligation on the part of the Lessee to offset wells on separate tracts into which the leased premises covered by this lease may hereafter be divided by sale, devise or otherwise, or to furnish separate measuring or receiving tanks for the oil and/or gas produced from such separate tracts.

N. Where there is a gas well or wells on the lands covered by this lease or acreage, including wells capable of producing gas condensate or distillate, whether it be before or after the primary term hereof, and such well or wells are shut-in and there is no other production, drilling operations or other operations being conducted capable of keeping this lease in force under any of its provisions, Lessee or any assignee thereof shall pay as a non-recourse advance on royalty to Lessor the sum of \$10.00 per net mineral acre, such payment to begin accruing and be made to Lessor beginning on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such shut-in royalty triggering well or wells are shut-in, and thereafter on each anniversary date of this lease during the period such wells are shut-in, and upon payment it shall be considered that this lease is maintained in full force and effect. Provided, however, that Lessee shall be able to exercise shut-in rights for no more than 3 years total.

O. Lessor and Lessee expressly understand and agree that Lessee shall have no plugging or land reclamation obligations whatsoever with respect to any existing wellbores located on the above described lands. However, Lessor grants to Lessee the right to the use, control and development of any such existing wellbores, and if so used, controlled and/or developed by the Lessee, then and in that event the Lessee would also acquire the plugging

obligations associated therewith. Otherwise, this lease excludes existing wellbores now located on the above described lands.

P. Notwithstanding anything shown herein to the contrary, should Lessee desire to establish a gas gathering system over and across the above leased premises and/or should Lessee desire to construct a gas compressor station on the above leased premises, the parties hereto shall negotiate for the same in a separate instrument and compensation to the Lessor shall be based upon prevailing industry rates.

Q. Lessor hereby warrants and agrees to defend the title to the leased premises herein described and agrees that the Lessee shall have the right any time to redeem for Lessor by payment, any mortgages, taxes or other liens on the above leased premises in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof and may reimburse itself from any rental or royalties accruing hereunder.

R. This instrument also constitutes an assignment from Lessor to Lessee of all oil and gas leasehold equipment located on the above described real estate that is owned by Lessor, if any.

IN WITNESS WHEREOF, witness my signature effective as of the date first above shown.

**RED BUFFALO RANCH, LLC**

By:

  
William H. Kurtis, Managing Member

ACKNOWLEDGMENT

STATE OF ILLinois, COUNTY OF Cook, SS:

Before me on the 16<sup>th</sup> day of October, 2009, appeared **William H. Kurtis, Managing Member of Red Buffalo Ranch, LLC**, Lessor shown above, who is personally known to me or who displayed satisfactory evidence of his identity to me, and he duly acknowledged the execution of the above and foregoing Oil and Gas Lease.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal as of the date last above written.

Diane R Little  
Notary Public

My app't. expires: 10-16-2013

