KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION 1371802

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

MUCT he submit	vith the Kansas Surface Owner Notification Act, tted with this form.			
	1			
└── Oil Lease: No. of Oil Wells**	Effective Date of Transfer:			
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:			
Gas Gathering System:	Lease Name:			
Saltwater Disposal Well - Permit No.:	Sec Twp R E \W			
Spot Location:	Legal Description of Lease:			
Enhanced Recovery Project Permit No.:				
Entire Project: Yes No	County:			
Number of Injection Wells **				
	Production Zone(s):			
Field Name:	Injection Zone(s):			
** Side Two Must Be Completed.				
Surface Pit Permit No.:	feet from N / S Line of Section feet from E / W Line of Section Haul-Off Workover Drilling			
Past Operator's License No	Contact Person:			
Past Operator's Name & Address:	Phone:			
	Date:			
	Date:			
Title:	Signature:			
New Operator's License No.	Contact Person:			
New Operator's Name & Address:	Phone:			
	Oil / Cap Burghapar			
	Oil / Gas Purchaser:			
	Date:			
Title:	Signature:			
	authorization, surface pit permit # has been Commission. This acknowledgment of transfer pertains to Kansas Corporation above injection well(s) or pit permit.			
is acknowledged as	is acknowledged as			
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit			
Permit No.: Recommended action:	permitted by No.:			
Date:	Date:			
Authorized Signature	Authorized Signature			
DISTRICT EPR	PRODUCTION UIC			

Side Two

1371802

Must Be Filed For All Wells

* 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		
		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		
			FEL/FWL		
		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.

KANSAS CORPORA Oil & Gas Conse CERTIFICATION OF CO KANSAS SURFACE OWI	BRVATION DIVISION Form Must Be Typed COMPLIANCE WITH THE Form must be Signed All blanks must be Filled Form Complexity					
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 #	Well Location:					
Surface Owner Information: Name: Address 1: Address 2: City:	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: ______



Kevin F. Hough Oil and Gas Supervision 403 North Myrtle, Eureka, KS 67045 620-583-4785 houghkevin@yahoo.com

(KANSAS) Form 88—(Producers) E OTLIAND (CAS LEASE lst

AGREEMENT, Made and entered into this LSE day of dune by and between Dwight D. Sutherland and Norma H. Sutherland, his wife Herman R. Sutherland and Helen D. Sutherland, his u

Jack Berentz

K KEYA

WITNESSETH, That the cash in hand paid, receipt part of lessee to be paid, lease and let unto said less building tanks, power stations and structures thereon to produce, save and operating for oil and gas, and laying pipe lines, and land situated in the County of <u>Greenwood</u> The Northwest Quarter (NW⁺), the West Half of the Northeast Quarter (W⁺), NE⁺ and the Southeast Quarter of the Northeast Quarter (SE⁺ NE⁺) land situated in the County of <u>Greenwood</u>

 of Section
 14
 Township
 235
 Range
 12E
 and containing
 280
 acres more or less,

 It is agreed that this lease shall remain in tull force for a term of
 EWO
 (2)
 years from this date, 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:
 years from this date, and as long

 Ist. 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 (%) part of all oil produced and saved from the leased premises.
 2nd. To pay lessor for gas from each well where gas only is found the equal one-eighth (%) of the gross proceeds at the prevailing market rate, for all gas used off the premises, said payments to be made.
 MORTH1Y

 and during the same time by making his own connections with the well at his own risk and expense.
 3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any other product a royalty of one-eighth (%) of the market value, at the mouth of the well, payable monthly at the prevailing market price.

 If no well be commenced on said land on or before the
 3LSt
 day of
 May
 1974

 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
 Bank at

credit in The____ Bank at____

or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of $\underline{\text{Two}}$ <u>Hundred Eighty (\$280.00)</u> - DOLLARS, which shall operate as a rental and cover the privilege of defer-ring the commencement of a well for <u>12</u> months from said date. In like manner and upon like payments or tenders the commencement of a well for-

the commencement of a well for <u>12</u> months from said date. In like manner and upon like payments or tenders memorement of a well may be further deferred for like periods of the same number of months successively. All such nts or tenders of rentals may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or be rental paying date, either direct to lessor or assigns or to said depository bank. And it is understood and agreed that nsideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rentayable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights con-

Ayone as aroresaid, but also the tessees option of extending that period as aforesaid, and any and all other rights con-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 com-d on said land within twelve months from the expiration of the last rental period for which rental has been paid, this shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the ent of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the re-ion of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of s 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, her organices and undivided fee. menced on lease shall rentals and the encet thereon, If said lessor owns a les then the royalties and rentals whole and undivided fee.

The royalities and remains herein provided shall be plat the lessor bury in the proportion which his interest bears to the and undivided fee. Lessee shall have the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except 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 ssor. water

the le

in paying term of y

When requested by lessel, lessel shall pay it is the house or barn now on said premises, without the written consent a solution of well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent a solution. Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right aw and remove casing. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have ight to drill such well to complete to write reasonable diligence and dispatch, and if oil or gas, or either of them, be found ying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the 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, overants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the owner of the land or assignment of rentals or royalties shall be binding on the lessee until after the lesse shall be assigned aw ritten transfer or assignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned the assignee or assignment of shall extend to the apart of the rents due from him or them on an acreage basis, such default shall not te to defeat or affect this lease in so far as it covers a part or parts of such pays of such pays of such assigned in the sail lesse or any as a tracts, the premises, nevertheless, may be developed and operated as an entirety, and the royalties shall be no oblive tracts, the premises, nevertheless, may be developed and operated as an entirety, and the royalties shall be no oblive at the payment of the proportion the rents due from him or them on an acreage basis, such default shall not as the payment of the proportion the part of by the lesse are now or hereafter owned in severalty or in a tet to defeat o

essor hereby warrants and agrees to defend the title to the lands herein described, and at any time to redeem for lessor by payment, any mortgages, taxes or other liens on default of payment by lessor, and be subrogated to the rights of the holder thereof, xpress or implied covenants of this lease shall be subject to all Federal and State ations, and this lease shall not be terminated, in whole or in part, not lessee held li herewith, if compliance is prevented by, or if such failure is the result of any such L that the lessee shall have we described lands, in the

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

Witness to the mark:

therewith, if

Lavy, Executive Orders, Rules ably in damages, for failure to aw, Order, Rule or Reputation. (SEAL) (SEAL) (SEAL) nan M. Sucherland (SEAL) (SEAL) Helen D. Sutherland (SEAL)

Jon Owingn Sur Vol. 70 Rg. 343,345,347, 353, 355, 360, 341, 141, 71, Rg. 259

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LEASE BOOK 30 PARTS 337

LIASH BOOK 30 PAGE 338 STATE OF_ MISSOURI ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.) COUNTY OF. JACKSON Before me undersigned, a Notary Public, within and for said county and state, on this 19<u>73</u>, personally appeared day of Dwight_ D. Sutherland Norma H. Sutherland, his wife, and whe personally known to be the identical personS who executed the within and foregoing instrument and acknowledged to me full the same as their free and voluntary act and deed for the uses and purposes therein set forth. ecuted the same as their free and voluntary act and deed for the uses and purposes therein set forth. WHEREOF, I have hereunto set my hand and official seal the day and year last above written. So NOTARY PUP: IC STATE OF MISSOURI BY COMMISSION EXPIRES OCT 3, 1974 Gertrade D. DeVore Notary Public. Gertrade D. DeVore iscommission expire Notary Public STATE OF MISSOURI ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., <u>Okla.</u>, and Colo.) JACKSON COUNTY OF Before me, the undersigned, a Notary Public, within and for said county and state, on this day of <u>Septem M.</u>, 19.73, personally appeared <u>Herman R. Sutherland</u> and <u>Helen D. Sutherland, his wife</u>, Acking the sound of the identical person S who executed the within and foregoing instrument and acknowledged to me their their the intervent of the intervent o ACKNOWLEDGMENT FOR CORPORATION 55 COUNTY OF On this_ liay of A. D., 19_____, before me, the undersigned, a Notary Public instrument as its _____President and acknowledged to me that _____executed the same as _____free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth. Given under my hand and seal the day, and year last above written. My commission expir Notary Public. KF. ceord on the Q_{zSO}^{2} - ordicale A. M., and diffy recorded VE EXVE NVE The off a lost tusioument were THE KANSAS the records of thisthe Hoole - Star HOTOSTAT necorded ESS -Ø Ē

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ns, said mark, to be witnessed by at least one person and also acknowledged. Rent by mark, use regular Kansas Ecknowledgment.

NGT2: When printing by matching by matching to be winnessed by at least one person and also acknowledged. For alknowledgmentsby matching regular Kansas and moved gment. STATE OF COUNTY OF Before not the understanded a Notary Public, within and for said county and state, on this Before not the understanded a Notary Public, within and for said county and state, on this and to me personally known to be the intended person who exclude the within and foregoing instrument and atknowledged to me presented choses are numbered in exclusion who excludes the within and foregoing instrument and atknowledged to me intended to be the intended person who excludes the within and foregoing instrument and atknowledged to me intended to be the intended person who excludes the within and foregoing instrument and atknowledged to me intended to be the intended person who excludes the within and grave and decores the day and year last above written. NUMERENDED in the day and year last above written. Nucley Bubbie

(KANSAS) Form 88—(Producers)

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OIL AND CASE DAKS D

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- Hon Unigo See Yol. 712 Rg. 349, 351, 357, 358, 359, Yel. 71 Pg

AGREEMENT, Made and entered into this <u>lst</u> by and between <u>Dwight D. Sutherland and Norma H. Sutherland</u>, his wif <u>Herman R. Sutherland</u> and Helen D. Sutherland 10 netween <u>Dwight D. Sutherland and Norma H. Sutherland</u>, his wife, and Herman R. Sutherland and Helen D. Sutherland, his wife,

Party of the first part, hereinafter called lessor (whether one or more) and Part $\underline{\mathbf{y}}$ of the second part, hereinafter called lessoe. consideration of $\underline{\mathbf{0}}$ $\underline{\mathbf{n}}$ $\underline{\mathbf{e}}$ ($\underline{\$1}$, $\underline{\mathbf{00}}$) $\underline{----}$ $\underline{---}$ DOLLARS, owledged, and of the covenants and agreements hereinafter contained on the is granted, demised, leased and let and by these presents does grant, demise, y purpose of mining and operating for oil and gas, and laying pipe lines, and on to produce, save and take care of said products, all that certain tract of Od Jack Berentz WITNESSETH, That the said lessor, for and in cons cash in hand paid, receipt of which is hereby acknowl part of lessee to be paid, kept and performed, has g lease and let unto said lessee for the sole and only n land situated in the County of <u>Greenwood</u> The Southeast Quarter (SEt) of

of Section <u>14</u> Township 23S Range 12E and containing <u>160</u> <u>five (5)</u> years from this date, and as long e lessee.

or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of One Hundred Sixty (\$160.00) - DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for <u>12</u> months from said date. In like manner and upon like narmatic or tandows

ring the commencement of a well for <u>12</u> 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 of the same number of months successively. All such payments or tenders of rentals may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or be-fore 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 rent-al is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights con-ferred.

the remain paying date, where the rest to lessor or assigns or to said depository bank. And it is understood and agreed met-target is payable as aforesaid, but also the issaes o pulling that period as aforesaid, and any and all other rights con-sorted. 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 com-bes as the last when the tree issaes o pulling that period as aforesaid, and any and all other rights con-tree of the result of the same anone as the issues are period. The same the issues are period to all other rights are the payment of rentals in the same anone as hereinhere provided. And it is a great the payment or orentals and the effect thereof, shall continue in force just as though there had been no interpublic in the rental payment, except on the same anone. The same anone is a service and and the same ranker is the same anone as bereinhered and been no interpublic in the rental payment, and the effect thereof, shall continue in force just as though there had been no interpublic in the rental payment, and the rentals pay the right to use, free of cost, gas, oll, and water produced on said land for its operation therean, except is the requested by lessor, lesses shall be paid the lessor only in the proportion which his inferst the consent of the requested by lessor, lesses shall be paid the lessor only and the same on an except the same shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the and semore canon. The same shall pay for damages paused by its operations to growing crops on said land. The lessoe shall have the tript at any time to remove all machinery and fitures placed on said premises, including the right payment of drift such well to completion with reasonable dilgence and ispatch, and for its parts, the seese shall have the payment of remersory. All matchines and be inforce with the like fifted as if such well had been completed within the the shall be a

Whereof witness our hands as of the day and year first

Witness to the mark:

above written.

iein fible in damages, for failure to on Jay Order, Brie of Regulation. Augusta (SEAL) AND AS and and (SEAL) (SEAL) Sucherland ()p (SEAL) (SEAL)

THASE BOOK 30 PAGE 278 MISSOURT STATE OF_ Ó Juckson ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.) COUNTY OF_ day of Norma H. Sutherland, and his wife. RUDE ally known to be the identical person S who executed the within and foregoing instrument and acknowledged to me by executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. THERE WHEREOF, I have hereunto set my hand and official seal the day and year last above written. dImpitsitn & 74/ <u>Gertrude D. DeVore</u> Notary 2.2 In Notary Public. STATE OF N. MISSOURI COUNTY OF ACLIN ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.) Before me, the undersigned, a Notary Public, within and for said county and state, on this. lst hever 1972, personally appeared 1972, personally appeared 1972, personally appeared Herman R. Sutherland to me personally known to be the identical person S who executed the within and foregoing instrument and acknowledged to me they because the instrument is the instrument in the instrument is Mar commission COVA 1010 <u> Cettur</u> Gertrude D. DeVore Notary Public STATE OF ACKNOWLEDGMENT FOR CORPORATION COUNTY OF day of On this , A. D., 19_____, before me, the undersigned, a Notary Public instrument as its______President and acknowledged to me that_____executed the same as______free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written. My commission expires n just of the object of the Notary Public. ЭП 01/0 VELEX/2XINVAILO 101 (SCITICA) BROM 10601240 **OF AILE** 9. oo a **A** NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged. For acknowledgment by mark, use regular Kansas acknowledgment. ADER Notary Public.

BERENTZ DRILLING COMPANY, INC. P O BOX 782228 WICHITA KS 67278-2228

November 6, 2017

To whom it may concern:

This is to confirm that Berentz Drilling Company, Inc., License #5892, does transfer operations of the Sutherland A & B leases in the W/2 NE/4, SE NE/4 and SE/4 of Sec 14-23S-12E, Greenwood County, KS to Westgate Oil Company, Inc, License #7951, effective November 1, 2017.

The two separate leases were combined when common ownership of both the royalty and working interests in the two leases was achieved. No changes in the working or royalty interests have changed with this transfer. Berentz Drilling Company, Inc. is merely transferring the responsibility and obligation of operating the lease to Westgate Oil Company, Inc.

Darrel G. Walters of Berentz Drilling Company, Inc.