

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: \_\_\_\_\_

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 \_\_\_\_\_



KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

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



STATE OF KANSAS

COUNTY OF SCOTT

**ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)**

The foregoing instrument was acknowledged before me this 7th day of January, 1995  
by Pearl E. Strickert, a widow; Beverly Strickert a widow; Richard Binns and  
Richard Binns, her husband;

My commission expires 3-27-97

Kathleen L. Macy  
Notary Public

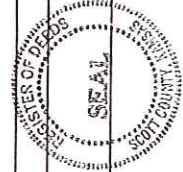


STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

**ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by COMPLIERS and \_\_\_\_\_  
NUMERICAL \_\_\_\_\_  
STATE OF KANSAS, SCOTT COUNTY, SS \_\_\_\_\_ and \_\_\_\_\_



This instrument was filed for record on the

2 day of February, A.D., 1995 at

1.05 o'clock P., and duly recorded in book

127 page 174

Shelene Wright

S. L. D. Register of Deeds

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 \_\_\_\_\_

Notary Public

**OIL AND GAS LEASE**

FROM

TO \_\_\_\_\_  
Date \_\_\_\_\_, 19\_\_\_\_  
Section \_\_\_\_\_ Twp. \_\_\_\_\_ Reg. \_\_\_\_\_  
No. of Acres \_\_\_\_\_ Term \_\_\_\_\_  
County \_\_\_\_\_  
STATE OF \_\_\_\_\_  
County \_\_\_\_\_  
This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of the records of this office.  
By \_\_\_\_\_  
Register of Deeds.  
When recorded, return to \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_ of \_\_\_\_\_  
corporation, on behalf of the corporation.  
My commission expires \_\_\_\_\_

Notary Public



RATIFICATION OF OIL AND GAS MINING LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of ONE DOLLAR (\$1.00), to us in hand paid, the receipt whereof is hereby acknowledged, do hereby ratify, approve and confirm that certain oil and gas lease dated January 7, 1955,

executed by PEARL E. STRICKERT, a widow; BEVERLY STRICKERT, a widow; LAUREL BINNS and RICHARD BINNS, her husband;

to WABASH ENERGY CORPORATION, P.O. Box 595, Lawrenceville, Illinois 62439, covering the

TOWNSHIP 18 SOUTH, RANGE 32 WEST

Section 1: NW 1/4;

This Space Reserved for Filing



COMPUTER 26 NUMERICAL 89

STATE OF KANSAS, SCOTT COUNTY, SS This Instrument was filed for Record on the 16 day of February A.D. 19 25 at 3:50 o'clock P.M. and duly recorded in book 128 page 12 Charles Wright Register of Deeds \$ 6.00

of Section 1, Township 18S, Range 32W, County, State of Kansas.

and recorded in Book 127, Page 174 of the records of said County; the undersigned hereby fully recognize said oil and gas lease as being in full force and effects as though the undersigned had personally signed, sealed and acknowledged the same.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purpose for which this ratification is made as recited herein.

Dated this 31st day of January, 19 95

Barbara J. Roberts (SEAL) Karyl Ann Hollister (SEAL) Richard Hollister (SEAL)

STATE OF OKLAHOMA } ss. ACKNOWLEDGMENT County of Delaware } Barbara J. Roberts } a Notary Public in and for said County in the I, State aforesaid, do hereby certify that Karyl Ann Hollister and Richard Hollister, her husband; personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument, including the release and waiver of the right of homestead, as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of January, 19 95 My commission expires 10/4, A. D. 19 98 Barbara J. Roberts Notary Public.

STATE OF } ss. ACKNOWLEDGMENT County of }

I, State aforesaid, do hereby certify that personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument, including the release and waiver of the right of homestead, as free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this day of 19 My commission expires, A. D. 19 Notary Public.

RATIFICATION OF OIL AND GAS MINING LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of ONE DOLLAR (\$1.00), to us in hand paid, the receipt whereof is hereby acknowledged, do hereby ratify, approve and confirm that certain oil and gas lease dated January 7, 1995, executed by Pearl E. Strickert, a widow; Beverly Strickert a widow; and Laurel Binns and Richard Binns, her husband

This Space Reserved for Filing

to WASH ENERGY CORPORATION

covering the

Township 18 South, Range 32 West

Section 1: NW 1/4;

COMPUTER 04 NUMERICAL 09



STATE OF KANSAS, SCOTT COUNTY, SS This Instrument was filed for Record on the 15 day of May A.D. 19 95 at 10 o'clock A.M. and duly recorded in book 129 page 202 Charlene Wright Register of Deeds

of Section 1 Township 18 South Range 32 West and recorded in Book 127 Page 174 of the records of said County; the undersigned hereby fully recognize said oil and gas lease as being in full force and effects as though the undersigned had personally signed, sealed and acknowledged the same.

The undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purpose for which this ratification is made as recited herein.

Dated this 20th day of April 19 95 Max Dale Strickert (SEAL) Linda Strickert (SEAL)

STATE OF NEVADA } ss. ACKNOWLEDGMENT County of Clark }

I, the undersigned Max Dale Strickert and Linda Strickert, his wife; State aforesaid, do hereby certify that personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument, including the release and waiver of the right of homestead, as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5 day of May 19 95 My commission expires 8/23/97 A. D. 19 97 Notary Public.



Notary Public - Nevada Clark County My appt. exp. Aug. 23, 1997

STATE } ss. ACKNOWLEDGMENT County of }

I, State aforesaid, do hereby certify that personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said instrument, including the release and waiver of the right of homestead, as free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this day of 19 My commission expires, A. D. 19 Notary Public.





Kan... Okla. &amp; Colo. 1963 Rev. (JW)

10th day of March

1925

by and between Richard B. Christy and Marian E. Nolan as trustees of the Richard B. Christy Revocable Trust dated Jan. 13, 1983 and Adele Christy and Marian E. Nolan as trustees of the Adele Christy Revocable Trust dated Jan. 13, 1983 of 1002 Court St., Seott City, Kansas 67871 one or more), and  
WABASH ENERGY CORPORATION of P.O. Box 56, Lawrenceville, Ill. 62439 lessee

## WITNESSETH:

That the lessor, for and in consideration of One and more Dollars (\$1,000&more) in hand paid, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby grant, demise, lease and let unto the said lessee, exclusively, its successors and assigns, the following described land for the purpose of carrying on geological, geophysical and other exploratory work, including core drilling, and the drilling, mining, operating for, producing and saving of oil, gas, gas condensate, gas distillate, casinghead gas, and other minerals and other fluids and substances into the subsurface strata, with rights of way and easements for laying pipe lines, telephone and telegraph lines, tanks, power houses, stations, ponds, roadways and other fixtures or structures for producing, treating and caring for such products, and any and all other rights and privileges necessary, incident to or convenient in the economical or efficient operation, alone or conjointly with other lands, or land for the production of said products or substances and the erection of structures thereon to produce, save and take care of said products and substances and the collection of water, brine and other substances into the subsurface strata of said tract of land, together with any reversionary rights therein, said tract of land being situated in the County of \_\_\_\_\_ State of \_\_\_\_\_ and described as follows, to-wit:

Scott State of Kansas

TOWNSHIP 18 SOUTH, RANGE 32 WEST

Section 1: NW $\frac{1}{4}$ ;

of Section 1 Township 18 South Range 32 West

adjacent or contiguous thereto and owned or claimed by the lessor, which land shall, for the purpose of calculating the amount of any money payment permitted or required by the terms of this lease, be considered as containing exactly 160 acres, whether there is more or less.

TO HAVE AND TO HOLD the same (subject to the other provisions herein contained) for a term of Three (3) years from this date (hereafter called "Primary Term") and as long thereafter as oil, gas, gas condensate, gas distillate, casinghead gas, and other minerals may be produced from said lease premises or operations for the drilling or production thereof are continued as hereinafter provided.

In consideration of the premises, it is hereby mutually agreed as follows:

- To deliver, free of cost, to the lessor at the well or to the credit of the lessor into the pipe line to which lessee may connect its well, an equal one-eighth ( $\frac{1}{8}$ ) part of all oil produced and saved from the lease premises, or the lease storage tanks.
- On gas, gas condensate, other products, casinghead gas and all other gases, including their constituent parts, produced from said land and sold or used off the lease premises or in the manufacture of such products, lessee shall pay to lessor a sum equal to one-eighth ( $\frac{1}{8}$ ) of the gross proceeds received from the sale of such produced substances where the same are sold at the mouth of the well or, if not sold at the mouth of the well, then one-eighth ( $\frac{1}{8}$ ) of the market value thereof at the mouth of the well, but in no event more than one-eighth ( $\frac{1}{8}$ ) of the actual amount received by lessee for the sale thereof.
- If gas from any well or wells on the premises capable of producing gas in commercial quantities is not sold or used off the premises or in the manufacture of gasoline for a period of one (1) year or more during which time there is no other production from the lease premises, then lessee shall become obligated to pay as royalty for such annual period a sum equal to the delay rentals provided in paragraph number 6 hereof, whether during or after the primary term. In consideration of the obligation so to pay, it shall within the meaning of all the terms of this lease, including the habendum clause, be conclusively deemed that gas is being produced from the premises during the time such gas is not sold or used.
- On all other minerals produced and marketed, lessee shall pay one-eighth ( $\frac{1}{8}$ ) of the current market price at the mouth of the well, but in no event more than one-eighth ( $\frac{1}{8}$ ) of the actual amount received by the lessee.
- If any gas well on the lease premises produces dry gas in excess of that needed for operations hereunder, lessor shall have the privilege, at his sole risk cost and expense, of using such surplus gas for stoves and inside lights in the principal dwelling located upon the lease premises. Notwithstanding any of the provisions aforesaid, lessee shall have free use of oil, distillate, condensate, gas, casinghead gas, casinghead gasoline and all other petroleum products, water and other minerals and materials from the lease premises, except water from lessor's wells and tanks, for all operations hereunder.
- If operations for the drilling of a well for oil or gas are not commenced on the lease premises on or before one (1) year from the date hereof, then this lease, except as otherwise provided, shall terminate as to both parties unless the lessee, on or before that date, shall pay to lessor or to lessor's credit in the Fidelity State

Bank at Garden City, Kansas

(or to any bank designated in writing by lessor whether or not such written designation is recorded), or its successor or successors, the sum of One hundred

sixty and no/100

Dollars (\$ 160.00)

operations for the drilling of said well for a period of one (1) year from said date, in a like manner and upon like payments or tenders, the commencement of operations for the drilling of said well may be deferred for like periods successively. It is understood and agreed that the consideration first recited herein, the down payment, covers all the privileges, options and other rights conferred upon the lessee. Lessee may, at any time, execute and deliver to lessor or place of record a release or releases covering any portion or portions of above described or reserved as to any or all horizons, and thereby surrender this lease as to all horizons, then rentals thereafter payable hereunder may be reduced in the proportion that the acreage covered by this lease is relinquished by said release or releases. Payment or tender of rental may be made by draft or check of the lessee, transmitted, delivered or mailed to the authorized depository bank or to the lessor at his last known address (as shown by lessee's records) on or before the rental date, and the payment or tender shall be deemed to have been made when the check or draft is so transmitted, delivered or mailed.

7. It is expressly agreed that if lessee shall commence operations for the drilling of a well at any time while its lease is in force, this lease shall remain in force and its term shall continue for so long as such operations are prosecuted, and, if production event if a second well is not commenced and within twelve (12) months following the expiration described land be a dry hole or fail to establish production, then and in that event if such well is drilled during the first year of the primary term of the lease, this lease shall terminate as to both parties unless the lessee on or before the expiration of said twelve (12) months shall resume or commence the payment of rentals in the same amount and in the same manner as hereinabove provided. If, within the primary term of this lease, production on the lease premises shall cease from any cause (other than a cessation contemplated in paragraph 3), this lease shall not terminate provided the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the lease premises shall cease from any cause (other than a cessation contemplated in paragraph 3), this lease shall not terminate provided the resumes or commences operations for the drilling or reworking of a well within ninety (90) days from the date of such cessation, and this lease shall remain in force and effect during the prosecution of such operations, and if production results therefrom, the well or wells are capable of producing.

8. Where required by lessor, lessee shall bury all pipe lines, below ordinary plow depth in cultivated land. Lessee shall pay lessor for damages caused by lessee's operations to all cultivated crops growing on said land. Lessee shall have the right to draw and remove all fixtures and other property placed by lessee on the lease premises, including the right to drill and remove all casing. Any structures and facilities placed on the lease premises by lessee for operations hereunder and any well or wells, including the right to draw and remove all casing. Any structures and facilities placed on the lease premises by lessee for operations hereunder shall be drilled nearer than 200 feet to any house or barn now on the premises without the consent of lessor.

9. Lessee is granted the right from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other lands, leases or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof or by the exercise of a right to pool by the lessor or lessee or otherwise) when in lessee's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the interests covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the lease premises. Any unit, formed by such pooling, shall be drilled nearer than 200 feet to any house or barn now on the premises without the consent of lessor. Lessee shall prescribe a spacing pattern for the development of a field wherein the above described acreage may be pooled, and may be permitted to locate or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be determined by a later effective date in such allocation of allowable. The area pooled and the zones or formations and substances pooled shall be set forth in lessee's "later effective date" as specified in such declaration. In lieu of royalties elsewhere herein specified, except shut-in gas well royalties, lessor shall receive by this lease which is placed in the pooled area as the amount of the surface acreage in the land covered by this lease which would be payable hereunder to lessor on production from the land covered by this lease if such failure is caused by any such laws, orders, rules or regulations (or interpretations thereof) of any governmental agency having jurisdiction hereof. The commencement of the entire pooled area, the conduct of other drilling operations, the completion of a well or of a dry hole, or the operation of a producing well covered by this lease, whether or not such well is located upon, or such drilling operations are conducted upon, said lands, or such drilling operations were conducted upon the lands covered by this lease, shall be considered for all purposes (except for royalty purposes) the same as if said well were located on, or such drilling operations were conducted upon, the lands covered by this lease. Lessee may terminate any pooling effected pursuant hereto at any time the pooled unit is located a written declaration of the termination of such pooling, provided that the pooling of all interests not covered by this lease, which may comprise a part of such pooled unit, be also terminated in some effective manner.

10. The rights of record in the land which may be assigned in whole or in part and the provisions hereof shall extend to their heirs, successors and assigns, but no change or division in the ownership of the land, rentals or royalties, however accomplished, shall operate so as to enlarge or increase the obligations or burdens of the lessee, or diminish its rights, obligations, but not by way of limitation of the foregoing, the lessee shall not be construed so as to enlarge or increase the obligations or burdens of the lessee, or diminish its rights, obligations, or to furnish separate measuring or receiving tanks. Notwithstanding any actual or constructive knowledge of or notice to the lessee (except at lessee's option) and without (50) days after lessee has been furnished with written notice thereof, or any interest therein, however accomplished, shall be binding on the lessee (except at lessee's option) and without (50) days after lessee has been furnished with written notice thereof, together with the supporting information hereinafter referred to, by the parties hereto, or by the lessee's opinion to establish the ownership of the claiming party. Such notice shall be supported by original or certified copies of all recorded documents and other instruments necessary in lessee's opinion to establish the ownership of the claiming party. All executor, grantee, devise, administrator, executor, heir or successor to the lessor, in the event of assignment or sublease of any direct or indirect ownership, grantee, devise, administrator, executor, heir or successor to the lessor, in the event of assignment or sublease of this lease as to segregated portions of the land above described, the rental payments hereunder shall be apportioned as to the several leasehold units hereunder, express or implied, lessor shall notify lessee in writing, specifying in what default in the rental payment by one shall not affect the rights of the other leasehold units hereunder, express or implied, lessor shall meet or commence to meet the alleged breaches shall be a condition precedent to any action by lessor for any cause. If, within sixty (60) days after the receipt of such notice lessee shall meet or commence to meet the alleged breaches shall be a condition precedent to any action by lessor for any cause. If, within sixty (60) days after the receipt of such notice lessee shall meet or commence to meet the alleged breaches shall be a condition precedent to any action by lessor for any cause.

11. In the event lessor considers that the lessee has failed to complete or cause to be completed within sixty (60) days after the receipt of such notice lessee shall meet or commence to meet the alleged breaches shall be a condition precedent to any action by lessor for any cause. If, within sixty (60) days after the receipt of such notice lessee shall meet or commence to meet the alleged breaches shall be a condition precedent to any action by lessor for any cause.

12. If lessor owns a less interest than the entire fee or mineral estate (whether or not a lesser interest is stated above), the rentals and royalties herein provided shall be paid to lessor only in the proportion that his interest bears to the entire fee or mineral estate. If, however, during the term of this lease any reversion of interest to lessor should occur, then and in that event on the next succeeding calendar anniversary after lessor shall have notified lessee of the occurrence of such reversion and shall have furnished lessee with satisfactory proof thereof, the rental shall be increased and the additional interest so acquired by the lessor.

13. All provisions hereof, express or implied shall be subject to all federal and state laws and the orders, rules and regulations of all governmental agencies administering the same (and interpretations thereof by such agencies or courts having jurisdiction), and this lease shall not in any way be terminated, wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied covenants hereof if such failure is caused by any such laws, orders, rules or regulations (or interpretations thereof) of any governmental agency having jurisdiction. If lessee should be prevented during the last six (6) months of the primary term hereof from drilling a well hereunder by the order of any duly constituted authority having or asserting jurisdiction thereover, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the drilling or construction thereof not being available from any cause, the primary term of this lease shall continue until six (6) months after said order is suspended and/or said equipment is available.

14. This lease and all of its terms and conditions shall be binding upon all successors of the lessors and the lessee. Should any one or more of the parties above named as lessor fail to execute this lease, it shall nevertheless be binding upon all lessors who do execute it. Notwithstanding any language herein to the contrary, it is expressly understood and agreed that any payment or payments made by the lessee to the owner of any interest subject to this lease, shall constitute payment hereunder as to such interest notwithstanding the joinder herein of the spouse of any such party as a party-lessor for the purpose of waiving homestead, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment, herein 15. Mortgage, taxes or other liens on the above described land in the event of any payment by the lessor and the lessee shall be subrogated to the rights of the holder thereof, and lessor hereby agrees that any such payments made by the lessee for the lessor may, at lessee's option, be deducted from any amounts of money which may become due or payable to the lessor under the terms of this lease.

IN WITNESS WHEREOF, we sign this as of the day and year first above written.  
Richard B. Christy  
 Richard B. Christy, trustee of the  
Richard B. Christy Revocable Trust  
Richard B. Christy

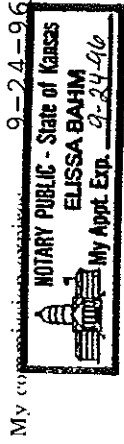
Marian E. Nolan  
 Marian E. Nolan, trustee of the  
Richard B. Christy Revocable Trust  
Marian E. Nolan



STATE OF KANSAS  
COUNTY OF SCOTT

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this 10th day of March, 1995  
by Richard B. Christy and Marian E. Nolan, trustees of the Richard E. Christy Revocable Trust  
and Adele Christy and Marian E. Nolan, trustees of the Adele Christy Revocable Trust



*Elissa Bahm*  
Elissa Bahm  
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 \_\_\_\_\_  
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 KANSAS, SCOTT COUNTY, SS

This instrument was filed for Record on the  
13 day of March, A.D. 1995 at  
2:15 o'clock P.M. and duly recorded in book



128 page 129  
Shirley Wright  
8:00 Register of Deeds

My commission expires \_\_\_\_\_  
Notary Public

OIL AND GAS LEASE

No. \_\_\_\_\_ FROM \_\_\_\_\_ TO \_\_\_\_\_  
Date \_\_\_\_\_ 19\_\_\_\_  
Section \_\_\_\_\_ Twp. \_\_\_\_\_ Rge. \_\_\_\_\_  
No. of Acres \_\_\_\_\_ Term \_\_\_\_\_  
County \_\_\_\_\_  
STATE OF \_\_\_\_\_  
County \_\_\_\_\_  
This instrument was filed for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and duly recorded  
in Book \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_  
Register of Deeds.  
By \_\_\_\_\_  
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

## ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, **Wabash Energy Corporation, PO Box 595, Lawrenceville, IL 62439**, hereinafter called Assignor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, transfer, assign, and convey unto, **Shakespeare Oil Company, Inc., 202 West Main St. Salem, IL 62881**, hereinafter called Assignee, all right, title, and interest in, to and under the properties described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all right, title, and interest in all wells located on the lands, it being the intention of Assignor to assign to Assignee all of its interest in the leases and the lands hereto, including all rights to any agreements, contracts, etc. associated with said wells and/or leases, together with the same proportionate interest in and to all the personal property located on the above described premises, appurtenant thereto, or used or obtained in connection therewith.

The Assignors do not warrant the title to the oil and gas leases herein assigned, either express or implied, except as against all persons claiming by, through, or under them, but the Assignee shall have the benefit of all warranties contained in the leases herein assigned and inuring to the benefit of the Assignors.

Assignor covenants with Assignee, its successors and assigns that the interests assigned hereunder are free and clear from all liens, mortgages, encumbrances, or adverse claims.

The interests assigned herein are subject to all royalty and overriding royalty interests of record.

It is specifically understood that this Assignment and Bill of Sale conveys working interest only and any royalty and overriding royalty interest owned by Assignor herein shall be excluded from this assignment.

TO HAVE AND TO HOLD THE SAME UNTO Assignee, its successors and assigns, forever.

Assignee agrees to indemnify and save and hold Assignor, and their successors, harmless from all claims, costs, expenses, and liabilities with respect to the leases which accrue or relate to the times on or after the effective date of this Assignment and Bill of Sale. Likewise, Assignor agrees to indemnify and save and hold Assignee, and its successors, harmless from all claims, costs, expenses, and liabilities with respect to the leases which accrue to the times prior to the effective date of this Assignment and Bill of Sale.

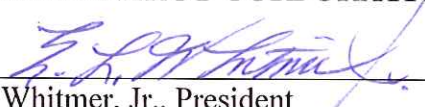
Assignor agrees to execute, acknowledge, and deliver such other instruments, documents, or other items as may be necessary or required to more fully carry out the transaction contemplated herein.

This Assignment and Bill of Sale shall be binding upon and inure to the benefit of the parties hereto together with their respective successors and assigns.

This Assignment and Bill of Sale is executed the 1<sup>st</sup> day of December, 2017, but shall be effective as of 7:00 A.M., December 1, 2017.

**ASSIGNOR:**

**WABASH ENERGY CORPORATION**

BY:   
E. L. Whitmer, Jr., President

**ATTEST:**

BY:   
Laura Buher, Secretary/Treasurer

**ASSIGNEE:**

**SHAKESPEARE OIL COMPANY, INC.**

BY:   
Donald R. Williams, Vice President

**ATTEST:**

BY:   
Doug Alberson, Treasurer



STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF Lawrence )

**CORPORATE ACKNOWLEDGMENT**

Before me, Cheryl R. Baer, a Notary Public in and for said State, on this 1st day of December, 2017, personally appeared E. L. Whitmer, Jr., President, and Laura Buher, Secretary/Treasurer, of Wabash Energy Corporation, a corporation, to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its President and Secretary/Treasurer, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



Cheryl R. Baer  
Notary Public  
My Commission Expires: 8-11-18

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF MARION )

**CORPORATE ACKNOWLEDGMENT**

Before me, Cheryl R. Baer, a Notary Public in and for said State, on this 1st day of December, 2017, personally appeared Donald R. Williams, Vice President, and Doug Alberson, Treasurer, of Shakespeare Oil Company, Inc., a corporation, to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and Treasurer, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



Cheryl R. Baer  
Notary Public  
My Commission Expires: 08-11-2018

## EXHIBIT "A"

**1. Janssen Lease (Plains Marketing #01-136985)**  
**Wells: Janzen #1, Janzen #2, Janssen #3, Janssen #4**

Oil and Gas Lease Agreement dated March 19, 1993, by and between Homer Janssen Inc., as Lessor, and Wabash Energy Corporation, as Lessee, recorded at Book 115 Page 6, in the office of the Register of Deeds, Scott County, Kansas, covering the following described lands, to-wit:

Township 18 South, Range 31 West, Scott County, Kansas  
Section 6: N/2

**2. Strickert Account II Lease (Plains Marketing #01-0136986)**  
**Wells: Pearl Strickert #2, Pearl Strickert #3, Strickert #4, Strickert #5, Pearl Strickert Acct II #6, Pearl Strickert Acct II #7, Pearl Strickert Acct II #8, Strickert SWD #1, Strickert 1-WI**

Oil and Gas Lease dated June 21, 1993, by and between Pearl E. Strickert, a widow, Beverly Strickert, a widow, and Laurel Denise Binns and Richard Binns, her husband, as Lessor, and Wabash Energy Corporation, as Lessee, recorded at Book 115 Page 209, in the office of the Register of Deeds, Scott County, Kansas, and as ratified by that certain Ratification of Oil and Gas Mining Lease dated July 6, 1993, recorded at Book 122 Page 142, in the office of the Register of Deeds, Scott County, Kansas, and as ratified by that certain Ratification of Oil and Gas Mining Lease dated August 12, 1993, recorded at Book 122 Page 141, in the office of the Register of Deeds, Scott County, Kansas, covering the following described lands, to-wit:

Township 17 South, Range 32 West, Scott County, Kansas  
Section 36: SE/4

Township 18 South, Range 32 West, Scott County, Kansas  
Section 1: E/2

**3. Strickert-Christy Lease (Plains Marketing #01-136988)**  
**Wells: Strickert-Christy #1**

(a) Oil and Gas Lease dated January 7, 1995, by and between Pearl E. Strickert, a widow, Beverly Strickert, a widow, and Laurel Binns and Richard Binns, her husband, as Lessor, and Wabash Energy Corporation, as Lessee, recorded at Book 127 Page 174, in the office of the Register of Deeds, Scott County, Kansas, and as ratified by that certain Ratification of Oil and Gas Mining Lease dated January 31, 1995, recorded at Book 128 Page 12, in the office of the Register of Deeds, Scott County, Kansas, and as ratified by that certain Ratification of Oil and Gas Mining Lease dated April 20, 1995, recorded at Book 129 Page 202, in the office of the Register of Deeds, Scott County, Kansas.

(b) Oil and Gas Lease dated March 10, 1995, by and between Richard B. Christy and Marian E. Nolan as Trustees of the Richard B. Christy Revocable Trust dated January 13, 1983 and Adele Christy and Marian E. Nolan as Trustees of the Adele Christy Revocable Trust dated

January 13, 1983, as Lessor, and Wabash Energy Corporation, as Lessee, recorded at Book 128 Page 129, in the office of the Register of Deeds, Scott County, Kansas.

which said Leases cover the following described lands:

Township 18 South, Range 32 West, Scott County, Kansas  
Section 1: NW/4

**4. Brookover Lease (Plains Marketing #01-136990)**  
**Wells: Sam Brookover Cattle #1**

Oil and Gas Lease dated April 17, 1996, but effective May 1, 1996, by and between Brookover Cattle Co., Inc., as Lessor, and Wabash Energy Corporation, as Lessee, recorded at Book 136 Page 105, in the office of the Register of Deeds, Scott County, Kansas, covering the following described lands, to-wit:

Township 17 South, Range 31 West, Scott County, Kansas  
Section 31: NW/4

**5. Schowalter Account II Lease (Plains Marketing #01-136992)**  
**Wells: Schowalter #3, Schowalter #4**

Oil and Gas Lease dated February 3, 1995, by and between Schowalter Foundation, Inc., as Lessor, and Wabash Energy Corporation, as Lessee, recorded at Book 128 Page 16, in the office of the Register of Deeds, Scott County, Kansas, insofar and only insofar as said lease covers the following described lands, to-wit:

Township 18 South, Range 32 West, Scott County, Kansas  
Section 12: NW NW, NW NE, SE SE, SE SW, NW SW

**6. Strickert Account III Lease (Plains Marketing #01-0136987)**  
**Wells: Strickert #9, Strickert #10, Strickert #11, Strickert SWD #2**

(a) Oil and Gas Lease dated February 13, 1996, but effective March 13, 1996, by and between Pearl E. Strickert, a widow, Laurel Denice Binns and Richard A. Binns, her husband, and Beverly A. Strickert, a widow, as Lessor, and Wabash Energy Corporation, as Lessee, recorded at Book 134 Page 160, in the office of the Register of Deeds, Scott County, Kansas.

(b) Oil and Gas Lease dated February 13, 1996, but effective March 13, 1996, by and between Karyl Ann Hollister and Richard Hollister, her husband, as Lessor, and Wabash Energy Corporation, as Lessee, recorded at Book 135 Page 118, in the office of the Register of Deeds, Scott County, Kansas.

(c) Oil and Gas Lease dated February 13, 1996, but effective March 13, 1996, by and between Max Dale Strickert and Linda Strickert, his wife, as Lessor, and Wabash Energy Corporation, as Lessee, recorded at Book 135 Page 99, in the office of the Register of Deeds, Scott County, Kansas.

which said Leases cover the following described lands:



Township 17 South, Range 31 West, Scott County, Kansas  
Section 31: SW/4

**7. Hoeme Lease (Plains Marketing #01-136989)**  
**Wells: Robert Hoeme, Jr. #1**

Oil and Gas Lease dated March 13, 1993, by and between Robert Hoeme Jr. and Patricia Ann Hoeme, husband and wife, as Lessor, and Wabash Energy Corporation, as Lessee, recorded at Book 115 Page 200, in the office of the Register of Deeds, Scott County, Kansas, and as extended by that certain Extension of Oil and Gas Lease dated February 2, 1995, recorded at Book 127, Page 173, in the office of the Register of Deeds, Scott County, Kansas, covering the following described lands, to-wit:

Township 17 South, Range 31 West, Scott County, Kansas  
Section 31: SE/4

**8. Schowalter Account I Lease (Plains Marketing #01-136991)**  
**Wells: Schowalter #2**  
**Schowalter Account III Lease (Plains Marketing #01-136993)**  
**Wells: Schowalter #6, Schowalter #7**

Oil and Gas Lease dated February 3, 1995, by and between Schowalter Foundation, Inc., as Lessor, and Wabash Energy Corporation, as Lessee, recorded at Book 128 Page 16, in the office of the Register of Deeds, Scott County, Kansas, insofar and only insofar as said lease covers the following described lands, to-wit:

Township 18 South, Range 32 West, Scott County, Kansas  
Section 12: SE NW, SE NE, NW SE

**9. Dearden Lease (Plains Marketing #01-136994)**  
**Wells: Dearden #1**

Oil and Gas Lease dated March 18, 2002, by and between Clifford M. Dearden, Jr. and Virginia Dearden as Co-trustees of the Clifford M., Jr. and Virginia Dearden Revocable Trust U/T/A dated January 28, 1992, as Lessor, and Wabash Energy Corporation, as Lessee, recorded at Book 177 Page 148, in the office of the Register of Deeds, Scott County, Kansas, covering the following described lands, to-wit:

Township 18 South, Range 31 West, Scott County, Kansas  
Section 7: NW/4