

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 SectionType of Pit: ☐ Emergency ☐ Burn ☐ Settling ☐ Haul-Off ☐ Workover ☐ Drilling

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Date: _____

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 _____

KDOR Lease No.: _____

[illegible]

* 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 CORPORATION COMMISSION
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Form KSONA-1

July 2014

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Form must be Signed

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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: _____

63U (Rev. 1993)

OIL AND GAS LEASE

Reorder No.
09-115
Kansas Blue Print
 700 S. Broadway, P.O. Box 793
 Wichita, KS 67201-0793
 316-264-9344-264-5165 fax
 www.kbp.com • kbp@kbp.com
AGREEMENT, Made and entered into the 9th day of March, 2018by and between Deric Funk and Amanda Funk, husband and wife,whose mailing address is 2093 NW 90th Ave., Russell KS 67665

hereinafter called Lessor (whether one or more),

and John L. Driscoll, Inc.

hereinafter called Lessee:

Lessor, in consideration of Ten and More Dollars (\$ 10+) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Barton State of Kansas described as follows to-wit:

South Half of the Southwest Quarter
(S/2 SW/4)

In Section 12, Township 16S, Range 15W, and containing 80 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of one (1) year from this date (called "primary term"). and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

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

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

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8), at the market price at the well, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid the said lessor only in the proportion which lessor's interest bears to the whole and undivided fee.

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

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

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

Lessee shall pay for damages caused by lessee's operations to growing crops on said land.

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

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

Lessee may at any time execute and deliver to lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the lessee shall have the right at any time to redeem for lessor, by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

subject to the terms of the attached Addendum A which is incorporated herein by reference.



Index SW
 Numerical SW
 Cross _____
 DG Book _____
 Plat Book _____
 Military Book _____
 Art of Inc Book _____
 Scanned SD

REGISTER OF DEEDS PAM WORNKEY
 BARTON COUNTY, KS

Book: 620 Page: 1577

Receipt #: 144386

Total Fees: \$55.00

Pages Recorded: 3

Date Recorded: 3/12/2018 11:57:37 AM

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Witnesses:

Deric Funk

Amanda Funk

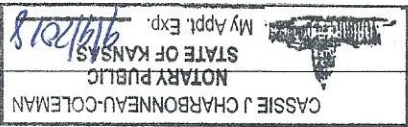
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this 9th day of March, 2018

by Derrick Funk, Amanda Funk, and husband and wife,

STATE OF KANSAS

COUNTY OF RUSSELL



My commission expires

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this day of and

Notary Public

My commission expires

STATE OF
COUNTY OF
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this day of and

Notary Public

My commission expires

STATE OF
COUNTY OF
ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this day of and

Notary Public

My commission expires

OIL AND GAS LEASE

FROM

TO

Date

Section

Twp.

Rge.

No. of Acres

Term

County

STATE OF

County

This instrument was filed for record on the

day of

at o'clock M., and duly recorded

in Book

Page

of

the records of this office.

Register of Deeds.

By

When recorded, return to

Notary Public

My commission expires
corporation, on behalf of the corporation.

ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)

The foregoing instrument was acknowledged before me this day of

EXHIBIT A


OIL AND GAS LEASE ADDENDUM

S/2 SW/4 12-16-15, Barton County, Kansas

Attached to and made a part of that certain Oil and Gas Lease dated March 9, 2018,
by and between Deric Funk and Amanda Funk, as Lessors, and
John L. Driscoll, Inc. as Lessee

1. Lease roads shall be located and constructed to be compatible with farming practices and access to well locations. Gravel shall be used sparingly and in no case shall gravel which will not pass a 1/2 inch screen be used in such road construction. Brine or salt water shall not be sprayed or dumped on lease roads.
2. In construction of any pit, topsoil shall be removed or segregated from subsoil; on closing such pit, subsoil shall be placed in the pit first and covered with the topsoil and the surface left in tillable condition.
3. No debris or trash of any kind shall be permitted to accumulate upon the lease premises and shall be hauled away from the premises. No concrete, wood, tin cans, bottles or other refuse shall be put in pits which are later to be closed, except on prior approval of Lessors.
4. The use of water provided for under this lease does not include fresh water from the surface of the land. Lessee shall specifically not have any right to use fresh water from the surface of the above-described premises for the purposes of drilling or for water flooding or injection in any water flooding program without first obtaining Lessors' prior written consent.
5. All tank batteries shall be surrounded by earthen dikes not less than thirty inches high. In the event of escape of saltwater or crude oil from tanks, it shall be cleaned up forthwith, and not allowed to soak into the soil.
6. If well site preparation or seismography is to be undertaken, Lessee will consult with the surface operator to agree upon the best route of access to the site and to reach an agreement on other problems which are of mutual concern to Lessee and surface operator. On completion of seismography or site preparation, Lessee shall confer promptly with surface operator to determine crop damage.
7. In the event of escape of saltwater, Lessee shall consult with Lessors to determine the method of restoration of the surface land, which may vary from removal and replacement of contaminated soil to treatment with gypsum or other chemicals.
8. Upon termination of production, Lessee shall within ninety (90) days remove all equipment, clear all sites, restore the surface of all sites to their original condition as nearly as practicable, and plug all wells in accordance with Kansas Corporation Commission regulations.
9. Notwithstanding anything to the contrary herein, Lessee shall have three (3) years, herein called "shut-in period", from the date of completion of a gas well in which to make pipeline connections for production or marketing of gas. During the shut-in period, it shall be considered that gas is being produced from the leased premises in paying quantities so long as Lessee pays Lessors shut-in royalties of Five Hundred Dollars (\$500) per year. If gas is not being sold at the end of the three-year period, then it will not be considered that gas is being produced within the meaning of this lease.

This Addendum and all its terms, conditions and stipulations shall extend to and be binding upon all the heirs, beneficiaries, grantees, administrators, successors and assigns of the Lessee and Lessors. The provisions of this Addendum shall control and supersede the terms of the attached oil and gas lease when such terms conflict.


Deric Funk


Amanda Funk

Lessors



Index SW
Numerical SW
Cross SW
DC Book _____
Plat Book _____
Military Book _____
Art of Inc Book _____
Scanned SD

QUIT CLAIM ASSIGNMENT, CONVEYANCE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, Four Way Operating Co., Inc., a Kansas corporation, and James W. Rockhold, Trustee of the James W. Rockhold Trust #1 (hereinafter called Assignor), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby quit claim, sell, assign, transfer and set over all of Grantor's right, title and interest in and to the following oil and gas lease, and all associated leasehold equipment and well bores, to John L. Driscoll, Inc., a Kansas corporation (hereinafter called Assignee), P. O. Box 65, Russell, Kansas 67665,

LEASE:	Ben Karst Lease
DATE:	February 20, 1965
LESSORS:	Benjamin Karst, et al.
LESSEE:	Dole Leasing Company
RECORDING:	Book 272 at Page 92
LEGAL:	South Half of the Southwest Quarter (S/2 SW/4) of Section 12, Township 16 South, Range 15 West, Barton County, Kansas

together with the rights incident thereto and like undivided interests in the personal property located thereon, appurtenant thereto, or used or obtained in connection with the development and operation thereof.

The interest in the above leases conveyed, assigned and sold hereunder is subject to all of the terms and provisions of said leases and its proportionate share of all burdens contained therein.

All of the provisions of this Assignment shall be available to and binding upon the respective heirs, executors, administrators, successors and assigns of the Assignor and Assignee herein.

Executed this 22nd day of January, 2018, to be effective on the 22nd day of January, 2018.

FOUR WAY OPERATING CO., INC.

By Nancy Francis
Nancy Francis, Attorney-in-Fact, under General
Financial Durable Power of Attorney for James
W. Rockhold, President, dated 11-20-12

JAMES W. ROCKHOLD TRUST #1

By Nancy Francis
Nancy Francis, Attorney-in-Fact, under General
Financial Durable Power of Attorney for James
W. Rockhold, Trustee, dated 11-20-12

STATE OF KANSAS)

COUNTY OF Barton)

ss:

BE IT REMEMBERED, that on this 22nd day of January, 2018, before me,
a Notary Public in and for the County and State aforesaid, came Nancy Francis, Attorney-in-Fact
for James W. Rockhold, President of Four Way Operating Co., Inc. and James W. Rockhold,
Trustee of the James W. Rockhold Trust No. 1, under a General Financial Durable Power of
Attorney dated 11-20-12, to me personally known to be the same person who
executed the foregoing instrument, and duly acknowledged the execution of the same, for and on
behalf, and as the act and deed of said corporation and Trust.

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

Vicki L. Sheets
Notary Public
Printed Name: Vicki L. Sheets

My Appointment Expires: 10-7-2021

