

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: \_\_\_\_\_

15792  
BUTLIKLI

LL88-1

Form 88 (producers) Rev. 1-83 (Paid-Up)

Kans. - Okla. - Neb.

© 1983 David Carter Company

## OIL AND GAS LEASE

THIS AGREEMENT, Entered into this 26<sup>th</sup> day of September, 2008, between, Linda J. Klaassen, widow, and Linda J. Klaassen, Executrix of the Estate of Thomas Klaassen, deceased, 10399 NW Meadowlark RD, Whitewater, KS 67154 hereinafter called lessor, and Noble Petroleum, Inc., 3101 North Rock Road, Suite 125, Wichita, KS 67226 hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars (\$10.00) in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, with any reversionary rights therein, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, and other fluids and substances into the subsurface strata, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, electrical lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and the injection of water, brine, and other substances into the subsurface strata, said tract of land being situated in the County of Butler State of Kansas and described as follows:

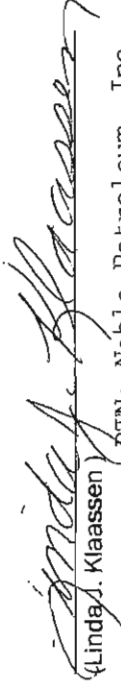
The Northeast Quarter (NE4) of Section 27, Township 24 South, Range 4 East

containing 159.00 acres, more or less.

2. This lease shall remain in force for a term of Three (3) years (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.
3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.
4. The lessee shall pay to the lessor, as a royalty, one-eighth (1/8<sup>th</sup>) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to one dollar per net mineral acre, and while shut in said royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.
5. This lease is a paid-up lease and may be maintaining during primary term without further payments or drilling operations.
6. In the event 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 to said lessor only in the proportion which his interest bears to the whole and undivided fee; however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.
7. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of the lease to remove all machinery fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.
8. If the estate of either party hereto is assigned (and the privileges of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator of the estate of any deceased owner, whichever is appropriate together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of lessor.
9. If the leased premises are now or shall hereafter be owned in severality or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligations on the part of the lessee to offset wells on separate tracts into which the land covered by the lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.
10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage tax or other lien, any royalty accruing hereunder.
11. If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within one hundred-twenty (120) days thereafter, or if as the expiration of the primary term, oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced with no cessation of more than one hundred-twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provision of this lease.
12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.
13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.
14. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases 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 such minerals in and under said land, such pooling to be in 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 and/or condensate or distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land covered by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.
15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

See Exhibit "A" Attached hereto and made a part hereof.

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

  
Linda J. Klaassen

NRIN: Noble Petroleum, Inc.  
(5) 3101 N Rock Rd, Ste 125  
Wichita, KS 67226



Book: 2009 Page: 8446  
Pages Recorded: 6  
Date Recorded: 11/25/2008 9:18:58 AM

BUTLER COUNTY, KS

- MARCIA MCCOY -

REGISTER OF DEEDS

Receipt #:

51491

Total Fees: \$28.00

Pages Recorded: 6

Date Recorded: 11/25/2008 9:18:58 AM

ACKNOWLEDGEMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

STATE OF KANSAS )  
 )  
COUNTY OF Butler ) ss.

Before me, the undersigned, a Notary Public, within and for said county and state on this 26<sup>th</sup> day of September, 2008, personally appeared Linda J. Klaassen, widow, and Executrix of the Estate of Thomas Klaassen to me personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 26<sup>th</sup> day and year last above written.

My commission expires 7-24-10



Thomas J. Reader  
Notary Public

ACKNOWLEDGEMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) ss.

Before me, the undersigned, a Notary Public, within and for said county and state on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_ to me personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT FOR CORPORATION

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared \_\_\_\_\_ to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing 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 \_\_\_\_\_

\_\_\_\_\_  
Notary Public



EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated September 26<sup>th</sup>, 2008, by and between Linda J. Klaassen, widow, and Executrix of the Estate of Thomas Klaassen, as Lessor to Noble Petroleum, Inc., as Lessee, covering the Northeast Quarter (NE4) of Section 27, Township 24 South, Range 4 East, Butler County, Kansas.

1. The undersigned hereby gives permission to Noble Petroleum, Inc., and/or its assigns to enter the above described property with the necessary seismograph equipment for the purpose of conducting a seismic survey. Noble Petroleum, Inc. and/or its assigns shall conduct all operations in a careful, diligent, workmanlike manner. Necessary line clearance and tree trimming is authorized. Noble Petroleum, Inc. will not knowingly commence seismic surveying on leased property at a time when rain or moisture has rendered the surface of the ground susceptible to deep tire tracks or ruts. Noble will use its best efforts to protect the integrity of the surface of said lease in as near as reasonably possible to its current condition.
2. In the event of drilling activities on said lease Noble Petroleum, Inc. will work with the landowner to determine the best path for ingress and egress to best protect the lands and to cause as little interference as reasonably possible to landowners and or tenants operations and use for farming and ranching.
3. In granting permission to Noble Petroleum, Inc. and/or its assigns, Noble Petroleum, Inc. and/or its assigns agrees to protect and hold harmless lessor from any claims and damages that may result from this work. Noble Petroleum, Inc. and/or its assigns shall pay to Lessor and/or its Fee Tenant, crop damage fees commensurate with current crop values at time of said damage; total fee to be paid by check or draft within 10 days following conclusion of said survey.

I certify that I have the legal right to grant Noble Petroleum, Inc. permission to conduct seismic operations across the premises described herein and agree to the conditions of this general survey request.

Signed for Identification:

  
(Linda J. Klaassen)

## ADDENDUM TO OIL AND GAS LEASE

This Addendum is a part of that certain oil and gas lease dated September 24, 2008, between Linda J. Klaassen, a widow, and Linda J. Klaassen, Executrix of the Estate of Thomas Klaassen, Deceased, as Lessor, and Noble Petroleum, Inc., as Lessee, covering the Northeast Quarter (NE/4) of Section 27, Township 24 South, Range 4 East, Butler County, Kansas (the "Lease"), to the same extent as if the provisions hereof had originally been written therein. In the event of conflict between the Lease provisions and the provisions provided in this Addendum, the provisions of this Addendum shall control.

1. It is expressly agreed, notwithstanding anything to the contrary herein or under applicable law, that all oil, gas, or other proceeds accruing to the Lessor under this Lease shall be without deduction, directly or indirectly, for the costs and expenses of production, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and/or marketing the oil, gas, or other products produced hereunder. It is expressly agreed that all oil royalties shall be calculated based upon a price that is not less than the actual market value of the oil, plus any bonus, premium, or other thing of value paid for the oil, without regard to the posted price.
2. Notwithstanding anything contained herein to the contrary, it is specifically agreed that the leased premises may only be pooled or unitized for the production of oil with other lands owned by the Lessor.
3. It is the intention of the parties hereto to cause as little interference with farming operations on said leased premises as possible, including but specifically not limited to the location of roads, pipelines, production equipment and facilities, including tank batteries. Lessor reserves the right to designate all routes of ingress and egress on the leased premises; provided that Lessor shall consult with Lessee on the location, direction, and width of the roads and the same shall be sufficient for normal operations by Lessee. Prior to the installation of pipelines, tank batteries, or any other equipment on the leased premises, Lessee shall consult and agree with Lessor as to the location of the same.
4. Lessee acknowledges and understands that the leased premises are presently enrolled in and subject to the terms of a contract under the Conservation Security Program administered by the Natural Resources Conservation Service of the United States Department of Agriculture, and that such contract places certain restrictions and conditions upon the use and condition of the leased premises. Lessee agrees that its use of and operations on the leased premises shall not cause Lessor or the leased premises to be in violation of or contrary to the terms of that contract. In the event that Lessor is required to forfeit or repay any of the monies received by or to be received by Lessor under that contract as a result of Lessee's operations on the leased premises, then Lessee agrees to indemnify or reimburse Lessor for any such amounts.
5. The use of water provided for under the Lease shall be limited to use for drilling operations on the leased premises only. Notwithstanding anything contained herein to the contrary, it is specifically agreed that the Lessor expressly reserves ownership and exclusive use

of all fresh water from or on the described premises, included but not limited to wells, ponds, and streams on or appurtenant to the leased said premises.

6. Lessee agrees to pay to Lessor a reasonable amount, but not less than \$1,000.00, for each drill site location on the leased premises. As further consideration hereunder, Lessee agrees to pay to Lessor a minimum of \$15.00 per rod, plus surface and crop damages, for any pipeline or road installed or constructed on the above land.

7. All pipelines and utility lines constructed under this Lease shall be buried to a minimum depth of 42 inches below the surface and shall be laid so as not to interfere with irrigated farming operations. Should the contours of the land be changed by Lessor, then the Lessee, at its sole cost and expense, shall lower any lines laid by it to maintain the minimum depth of 42 inches below the surface. No construction, maintenance or removal of such pipelines shall be undertaken by Lessee without prior notice to and express approval of the Lessor; provided, Lessee shall be allowed to enter upon the property and correct any leakage and make other "emergency" repairs without first obtaining Lessor's approval.

8. Lessee shall pay Lessor for all damages caused by its operations on the leased premises, including, but not limited to, damages to land, growing crops, grass, buildings, livestock, fences, and other improvements and personal property.

9. Lessee shall restore the leased premises, as nearly as practicable, to the contours and the condition existing at the time the Lease is executed, including but not limited to the filling of all pits and ponds, and the removal of all structures placed there during the term of the Lease. Lessee may remove all tanks, pipelines, building and other structures and fixtures, at any time before the expiration of this Lease, or within a reasonable time thereafter, but not to exceed six (6) months. Upon abandonment, Lessee shall complete restoration of the premises within six (6) months after the date of abandonment.

10. Lessee shall not be permitted to use or to drill any well on the leased premises as a disposal well for salt water and/or other fluids that are produced from wells on or off the leased premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

11. Lessee agrees that it will comply with all regulations and statutes of all governmental entities having jurisdiction over compliance with environmental legislation, rules and regulations. Lessee shall indemnify and hold Lessor harmless from any claims, damages, actions or causes of action from any environmental damage or contamination caused or contributed to be Lessee subsequent to the commencement of this lease.

12. Lessee agrees to maintain any well site, storage tank location, or any other area used in its lease operations reasonably free of weeds, but without the use of salt. Any chemical substances used by Lessee in such weed control shall be approved by Lessor prior to their use.

13. Lessee agrees with Lessor that in the drilling, operation and development of the leased premises, it will use its best effort and follow the general practices customary within the



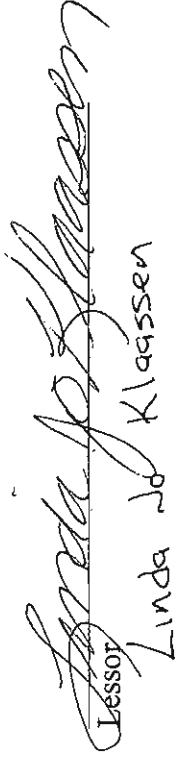
industry to protect all fresh water strata and the surface from pollution by salt water and other refuse.

14. Notwithstanding any of the other provisions of the lease to the contrary, this Lease does not confer upon Lessee, or Lessee's agents, employees, contractors or subcontractors the right to conduct seismic exploration on the leased premises. Any such seismic exploration shall be covered by a separate agreement and by the payment of reasonable compensation to Lessor and/or his agricultural tenant for such right.

15. This lease shall not be assigned by Lessee, in whole or in part, without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

The Lease and this Addendum, and all its terms, conditions and stipulations shall extend to and be binding on all of the heirs, administrators, executors, trustees, successors and permitted assigns of Lessor and Lessee.

  
Lessee  
Say Ablah

  
Lessor  
Linda Jo Klaassen



## OIL AND GAS LEASE

THIS AGREEMENT, Entered into this 26<sup>th</sup> day of September, 2008, between, Linda J. Klaassen, widow, and Linda J. Klaassen, Executrix of the Estate of Thomas Klaassen, deceased, 10399 NW Meadowlark Rd, Whitewater, KS 67154, hereinafter called lessor, and Noble Petroleum, Inc., 3101 North Rock Road, Suite 125, Wichita, KS 67226, hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and More Dollars (\$10.00) in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, with any reversionary rights therein, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, and other fluids and substances into the subsurface strata, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, electrical lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and the injection of water, brine, and other substances into the subsurface strata, said tract of land being situated in the County of Butler, State of Kansas, and described as follows:

The Southeast Quarter (SE4) of Section 27, Township 24 South, Range 4 East

containing 159.00 acres, more or less.

2. This lease shall remain in force for a term of Three (3) years (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.
3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.
4. The lessee shall pay to the lessor, as a royalty, one-eighth (1/8<sup>th</sup>) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to one dollar per net mineral acre, and while shut in said royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.
5. This lease is a paid-up lease and may be maintaining during primary term without further payments or drilling operations.
6. In the event 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 to said lessor only in the proportion which his interest bears to the whole and undivided fee; however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.
7. The lessee shall have the right to use, free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of the lease to remove all machinery fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.
8. 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 the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator of the estate of any deceased owner, whichever is appropriate together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of lessor.
9. If the leased premises are now or shall hereafter be owned in severality or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligations on the part of the lessee to offset wells on separate tracts into which the land covered by the lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.
10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage tax or other lien, any royalty accruing hereunder.
11. If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within one hundred-twenty (120) days thereafter, or if as the expiration of the primary term, oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced with no cessation of more than one hundred-twenty(120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provision of this lease.
12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.
13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.
14. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases 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 such minerals in and under said land, such pooling to be in 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 and/or condensate or distillate well, plus a tolerance of ten percent (10%) to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for record in the county in which the land is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated for all purposes, except the payments of royalties on production from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be treated as if production is had from this lease whether any well is located on the land included by this lease or not. Any well drilled on any such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.
15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

See Exhibit "A" Attached hereto and made a part hereof.

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

  
(Linda J. Klaassen)

RTN: Noble Petroleum, Inc.  
(5) 3101 N Rock Rd, Ste 125  
Wichita, KS 67226

REC  
COMP  
NUM



Book: 2009 Page: 8447  
Receipt #: 51491 Total Fees: \$28.00

Pages Recorded: 6

Date Recorded: 11/25/2008 9:18:59 AM

BUTLER COUNTY, KS  
- MARCIA MCCOY -  
REGISTER OF DEEDS

15792  
BUTLIK3  
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ACKNOWLEDGEMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

STATE OF KANSAS )  
COUNTY OF BUTLER ) ss.

Before me, the undersigned, a Notary Public, within and for said county and state on this 26<sup>th</sup> day of September, 2008, personally appeared Linda J. Klaassen, widow, and Executrix of the Estate of Thomas Klaassen to me personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires 7-24-10 Thermon W. Shinde Notary Public



ACKNOWLEDGEMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

Before me, the undersigned, a Notary Public, within and for said county and state on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, to me personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

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

ACKNOWLEDGMENT FOR CORPORATION

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared \_\_\_\_\_, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing 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 \_\_\_\_\_ Notary Public

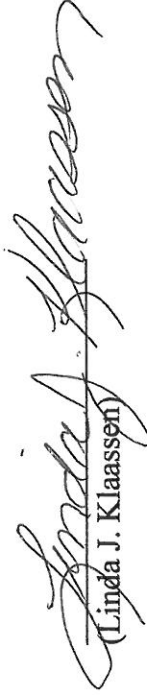
EXHIBIT "A"

Attached to and made a part of that certain Oil and Gas Lease dated September 26<sup>th</sup>, 2008, by and between Linda J. Klaassen, widow, and Executrix of the Estate of Thomas Klaassen, as Lessor to Noble Petroleum, Inc., as Lessee, covering the Southeast Quarter (SE4) of Section 27, Township 24 South, Range 4 East, Butler County, Kansas.

1. The undersigned hereby gives permission to Noble Petroleum, Inc., and/or its assigns to enter the above described property with the necessary seismograph equipment for the purpose of conducting a seismic survey. Noble Petroleum, Inc. and/or its assigns shall conduct all operations in a careful, diligent, workmanlike manner. Necessary line clearance and tree trimming is authorized. Noble Petroleum, Inc. will not knowingly commence seismic surveying on leased property at a time when rain or moisture has rendered the surface of the ground susceptible to deep tire tracks or ruts. Noble will use its best efforts to protect the integrity of the surface of said lease in as near as reasonably possible to its current condition.
2. In the event of drilling activities on said lease Noble Petroleum, Inc. will work with the landowner to determine the best path for ingress and egress to best protect the lands and to cause as little interference as reasonably possible to landowners and or tenants operations and use for farming and ranching.
3. In granting permission to Noble Petroleum, Inc. and/or its assigns, Noble Petroleum, Inc. and/or its assigns agrees to protect and hold harmless lessor from any claims and damages that may result from this work. Noble Petroleum, Inc. and/or its assigns shall pay to Lessor and/or its Fee Tenant, crop damage fees commensurate with current crop values at time of said damage; total fee to be paid by check or draft within 10 days following conclusion of said survey.

I certify that I have the legal right to grant Noble Petroleum, Inc. permission to conduct seismic operations across the premises described herein and agree to the conditions of this general survey request.

Signed for Identification:

  
(Linda J. Klaassen)

## ADDENDUM TO OIL AND GAS LEASE

This Addendum is a part of that certain oil and gas lease dated September 24<sup>th</sup> 2008, between Linda J. Klaassen, a widow, and Linda J. Klaassen, Executrix of the Estate of Thomas Klaassen, Deceased, as Lessor, and Noble Petroleum, Inc., as Lessee, covering the Southeast Quarter (SE/4) of Section 27, Township 24 South, Range 4 East, Butler County, Kansas (the "Lease"), to the same extent as if the provisions hereof had originally been written therein. In the event of conflict between the Lease provisions and the provisions provided in this Addendum, the provisions of this Addendum shall control.

1. It is expressly agreed, notwithstanding anything to the contrary herein or under applicable law, that all oil, gas, or other proceeds accruing to the Lessor under this Lease shall be without deduction, directly or indirectly, for the costs and expenses of production, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and/or marketing the oil, gas, or other products produced hereunder. It is expressly agreed that all oil royalties shall be calculated based upon a price that is not less than the actual market value of the oil, plus any bonus, premium, or other thing of value paid for the oil, without regard to the posted price.
2. Notwithstanding anything contained herein to the contrary, it is specifically agreed that the leased premises may only be pooled or unitized for the production of oil with other lands owned by the Lessor.
3. It is the intention of the parties hereto to cause as little interference with farming operations on said leased premises as possible, including but specifically not limited to the location of roads, pipelines, production equipment and facilities, including tank batteries. Lessor reserves the right to designate all routes of ingress and egress on the leased premises; provided that Lessor shall consult with Lessee on the location, direction, and width of the roads and the same shall be sufficient for normal operations by Lessee. Prior to the installation of pipelines, tank batteries, or any other equipment on the leased premises, Lessee shall consult and agree with Lessor as to the location of the same.
4. Lessee acknowledges and understands that the leased premises are presently enrolled in and subject to the terms of a contract under the Conservation Security Program administered by the Natural Resources Conservation Service of the United States Department of Agriculture, and that such contract places certain restrictions and conditions upon the use and condition of the leased premises. Lessee agrees that its use of and operations on the leased premises shall not cause Lessor or the leased premises to be in violation of or contrary to the terms of that contract. In the event that Lessor is required to forfeit or repay any of the monies received by or to be received by Lessor under that contract as a result of Lessee's operations on the leased premises, then Lessee agrees to indemnify or reimburse Lessor for any such amounts.
5. The use of water provided for under the Lease shall be limited to use for drilling operations on the leased premises only. Notwithstanding anything contained herein to the contrary, it is specifically agreed that the Lessor expressly reserves ownership and exclusive use



of all fresh water from or on the described premises, included but not limited to wells, ponds, and streams on or appurtenant to the leased said premises.

6. Lessee agrees to pay to Lessor a reasonable amount, but not less than \$1,000.00, for each drill site location on the leased premises. As further consideration hereunder, Lessee agrees to pay to Lessor a minimum of \$15.00 per rod, plus surface and crop damages, for any pipeline or road installed or constructed on the above land.

7. All pipelines and utility lines constructed under this Lease shall be buried to a minimum depth of 42 inches below the surface and shall be laid so as not to interfere with irrigated farming operations. Should the contours of the land be changed by Lessor, then the Lessee, at its sole cost and expense, shall lower any lines laid by it to maintain the minimum depth of 42 inches below the surface. No construction, maintenance or removal of such pipelines shall be undertaken by Lessee without prior notice to and express approval of the Lessor; provided, Lessee shall be allowed to enter upon the property and correct any leakage and make other "emergency" repairs without first obtaining Lessor's approval.

8. Lessee shall pay Lessor for all damages caused by its operations on the leased premises, including, but not limited to, damages to land, growing crops, grass, buildings, livestock, fences, and other improvements and personal property.

9. Lessee shall restore the leased premises, as nearly as practicable, to the contours and the condition existing at the time the Lease is executed, including but not limited to the filling of all pits and ponds, and the removal of all structures placed there during the term of the Lease. Lessee may remove all tanks, pipelines, building and other structures and fixtures, at any time before the expiration of this Lease, or within a reasonable time thereafter, but not to exceed six (6) months. Upon abandonment, Lessee shall complete restoration of the premises within six (6) months after the date of abandonment.

10. Lessee shall not be permitted to use or to drill any well on the leased premises as a disposal well for salt water and/or other fluids that are produced from wells on or off the leased premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

11. Lessee agrees that it will comply with all regulations and statutes of all governmental entities having jurisdiction over compliance with environmental legislation, rules and regulations. Lessee shall indemnify and hold Lessor harmless from any claims, damages, actions or causes of action from any environmental damage or contamination caused or contributed to be Lessee subsequent to the commencement of this lease.

12. Lessee agrees to maintain any well site, storage tank location, or any other area used in its lease operations reasonably free of weeds, but without the use of salt. Any chemical substances used by Lessee in such weed control shall be approved by Lessor prior to their use.

13. Lessee agrees with Lessor that in the drilling, operation and development of the leased premises, it will use its best effort and follow the general practices customary within the

industry to protect all fresh water strata and the surface from pollution by salt water and other refuse.

14. Notwithstanding any of the other provisions of the lease to the contrary, this Lease does not confer upon Lessee, or Lessee's agents, employees, contractors or subcontractors the right to conduct seismic exploration on the leased premises. Any such seismic exploration shall be covered by a separate agreement and by the payment of reasonable compensation to Lessor and/or his agricultural tenant for such right.

15. This lease shall not be assigned by Lessee, in whole or in part, without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

The Lease and this Addendum, and all its terms, conditions and stipulations shall extend to and be binding on all of the heirs, administrators, executors, trustees, successors and permitted assigns of Lessor and Lessee.

  
Lessee  
Say Ablah

  
Linda Jo Kllassen



RIN: Tim Gulick  
701 E. River  
Eureka, KS 67045

BUTLER COUNTY, KS  
REGISTER OF DEEDS  
Marcia McCoy

Book: 2018 Page: 4022

Receipt #: 127190  
Pages Recorded: 2

Total Fees: \$38.00

Date Recorded: 5/30/2018 3:34:44 PM

ASSIGNMENT OF INTEREST IN OIL AND GAS LEASE



**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, **ABLAH CONSOLIDATED INVESTMENTS, LLC**, 8918 W 21<sup>ST</sup> St N, #200-304, Wichita, Kansas 67205, hereinafter called "Assignor", for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto **Timothy Gulick** 701 E. River Street, Eureka, Kansas 67045, hereinafter called "Assignee", all their right, title and interest in and to the following lease:

Lease Date: September 17, 2008  
Recorded at: Book 2009, Page 7630  
Lessor: J. Keith Sommers and Carlene A. Sommers, husband and wife  
Lessee: Noble Petroleum, Inc.  
Lease Description: The East Half of the Northwest Quarter (E/2 NW/4) of Section 27, Township 24 South, Range 4 East Butler County, Kansas

Lease Date: September 26 2008  
Recorded at: Book 2009 Page 8447  
Lessor: Linda J. Klaassen, widow and Linda J. Klaassen, Executrix of the Estate of Thomas Klaassen, deceased  
Lessee: Noble Petroleum, Inc.  
Lease Description: The Southeast Quarter (SE/4) of Section 27, Township 24 South, Range 4 East Butler County, Kansas

Lease Date: September 26, 2008  
Recorded at: Book 2009 Page 8446  
Lessor: Linda J. Klaassen, widow, and Linda J. Klaassen, Executrix of the Estate of Thomas Klaassen, deceased  
Lessee: Noble Petroleum, Inc.  
Legal Description: The Northeast Quarter (NE/4) of Section 27, Township 24 South, Range 4 East Butler County, Kansas

Lease Date: September 18, 2008  
Recorded at: Book 2009 Page 7629  
Lessor: William L. Busenitz and Grace A. Busenitz, Trustees, of the William L. Busenitz Family Revocable Trust dated the 30<sup>th</sup> day of August, 2001  
Lessee: Noble Petroleum, Inc.  
Legal Description: The Southwest Quarter (SW/4) and the North Half (N/2) of Section 24, Township 24 South, Range 4 East Butler County, Kansas

together with the rights incident thereto and the personal property thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

The interests hereby assigned are subject to and shall bear their proportionate part of the overriding royalty interests on the above leases, as appears of record, during the term of the present valid and subsisting oil and gas lease, or any renewals or extensions thereof.

And for the same consideration, the Assignor covenants with the Assignees, their heirs, successors and assigns, that he is the lawful owner of and has good title to the interest above assigned in and to said oil and gas lease, estate, rights and properties, that said lease is a valid and subsisting lease on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been duly performed.

REC     
COMP     
NUM

