KOLAR Document ID: 1415631

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

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Side Two

Must Be Filed For All Wells

* Lease Name: .			* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Secti (i.e. FSL = Feet from S	on Line	Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle FSL/FNL	<i>Circle</i> FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		- ·
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
			FEL/FWL		
		FSL/FNL	FEL/FWL		

A separate sheet may be attached if necessary

^{*} When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

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Kansas Corporation Commission Oil & Gas Conservation Division

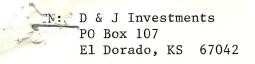
Form KSONA-1
July 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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:	the lease helpw
Phone: () Fax: ()	
Email Address:	- -
Surface Owner Information:	
Name:	
Address 1:	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
Address 2:	accepts, and in the week pateta property toy records of the accepts traceurer
City: State: Zip:+	_
the KCC with a plat showing the predicted locations of lease roads, to	chodic Protection Borehole Intent), you must supply the surface owners and cank batteries, pipelines, and electrical lines. The locations shown on the plated on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
☐ I certify that, pursuant to the Kansas Surface Owner Notice owner(s) of the land upon which the subject well is or will be	e Act (House Bill 2032), I have provided the following to the surface e located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form m being filed is a Form C-1 or Form CB-1, the plat(s) required by this s, and email address.
KCC will be required to send this information to the surface	I acknowledge that, because I have not provided this information, the owner(s). To mitigate the additional cost of the KCC performing this ess of the surface owner by filling out the top section of this form and e KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form C	ng fee with this form. If the fee is not received with this form, the KSONA-1 P-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:



ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, John A. Brickley, Trustee of the Donald E. Brickley and Jean B. Brickley Revocable Trust Dated June 8, 2007, hereinafter referred to as Assignor, for valuable consideration, the receipt of which is hereby acknowledged, does hereby assign unto Craylor, LLC, hereinafter referred to as Assignee, all of the Assignor's right title and working and royalty interests in the following Oil and Gas Leases:

Brewer Lease:

The Northwest Quarter (NW/4) of Section 33 Township 26 South Range 6 East

Butler County, Kansas.

Book 244 at page 418, Records of Butler County, Kansas

(KDOR # 101788)

Chinn Lease:

All of the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section 16, lying West of the center line of the river, in Township 27 South, Range 4 East Butler County, Kansas, and the South Half of the Southwest Quarter (S/2 SW/4) of

said Section 16 lying South and West of the Whitewater River. Book 351 at page 506, Records of Butler County, Kansas

(KDOR # 113943)

Claassen Lease:

The Southwest Quarter (SW/4) and the Northwest Quarter of the Southeast Quarter (NW/4 SE/4), containing 200 acres more or less, of Section 6 Township 24 South

Range 5 East Butler County, Kansas.

Book 173 at page 198, Records of Butler County, Kansas

(KDOR # 101806)

Loomis A Lease:

The North Half of the Northeast Quarter (N/2 NE/4) of Section 21 Township 27

South Range 4 East Butler County, Kansas.

Book 125 at page 58, Records of Butler County, Kansas

(KDOR # 133493)

Loomis B Lease:

The South Half of the Southeast Quarter (S/2 SE/4) of Section 16 Township 27

South Range 4 East Butler County, Kansas.

Book 345 at page 342, Records of Butler County, Kansas

(KDOR# 133494)

Parry Lease:

The Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section 16 Township

27 South Range 4 East Butler County, Kansas.

Book 348 at page 80, Records of Butler County, Kansas

(KDOR # 133809)

Haller Southers Quarter (SW4) and the Northwest Quarter of the Southeast Quarter (SW4), containing 200 acres more or less, of Section 6 Township 24 South

Loomis A Lease:

The North Half of the Northeast Quarter (N/2 NE/4) of Section 21 Township 27

South Range 4 East Butler County, Kansas.

Book 125 at page 58, Records of Butler County, Kansas

(KDOR # 133493)

Loomis B Lease:

The South Half of the Southeast Quarter (S/2 SE/4) of Section 16 Township 27

South Range 4 East Butler County, Kansas.

Book 345 at page 342, Records of Butler County, Kansas

(KDOR# 133494)

Parry Lease:

The Northeast Quarter of the Southeast Quarter (NE/4 SE/4) of Section 16 Township

27 South Range 4 East Butler County, Kansas.

Book 348 at page 80, Records of Butler County, Kansas

(KDOR # 133809)

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 operations thereof.

The interest in the above leases assigned hereunder is subject to all the terms and provisions of said lease and its proportionate parts of all burdens contained therein.

This Assignment is made subject to and shall bear its proportionate part of any and all overriding royalty interests of record.

REC COMP NUM IN D



BUTLER COUNTY, KS REGISTER OF DEEDS Marcia McCoy

Book: 2018 Page: 5049

Receipt #: 128049 Pages Recorded: 2 Total Fees: \$38.00

Date Recorded: 7/2/2018 2:49:47 PM

Book: 2018 Page: 5049 Page # 2

This Assignment is made without warranty of title, either expressed or implied.

Assignor herein hereby directs any purchaser of oil and/or gas to make direct payment to Assignee herein without further execution of transfer orders or division orders by said Assignor.

This Assignment shall be effective as of July 1, 2018 at 12:00am.

Executed this

__, 2018

John A. Brickley, Trustee of the Donald E. Brickley and Jean B. Brickley Revocable Trust

Dated June 8, 2007, on behalf of said trust.

STATE OF Kansa

COUNTY OF Butley

Given under my hand and seal of office the day and year last above written.

Notary Public

BRANDI STARR
Notary Public, State of Kansas
My sodintment Expires

AGREEMENT OF THE BENEFICIARIES AS TO OIL AND GAS INTERESTS HELD BY THE DONALD E. BRICKLEY AND JEAN B. BRICKLEY REVOCABLE TRUST, DATED JUNE 8, 2007

THIS AGREEMENT is entered into as of the date of full-execution of this Agreement

BETWEEN:

JOHN A. BRICKLEY, son of Donald E. and Jean B. Brickley, the Brickley and Jean B. Brickley Revocable Trust, dated June 8, 2007 ("the Trust"), a Trustee and Beneficiary ("Trustee" and "Beneficiary");

JAN L. THOMPSON, daughter of Donald E. and Jean B. Brickley, the Settlors of the Trust, and beneficiary of the Trust ("Beneficiary");

KAY L. TAYLOR, daughter of Donald E. and Jean B. Brickley, the Settlors of the Trust, and beneficiary of the Trust ("Beneficiary");

MEGAN CROSLEY, daughter of Gay A. Crosley, the daughter of Donald E. and Jean B. Brickley, the Settlors of the Trust, and beneficiary of the Trust ("Beneficiary");

ALISHA CROSLEY, daughter of Gay A. Crosley, the daughter of Donald E. and Jean B. Brickley, the Settlors of the Trust, and beneficiary of the Trust ("Beneficiary");

JADON CROSLEY, son of Gay A. Crosley, the daughter of Donald E. and Jean B. Brickley, the Settlors of the Trust, and beneficiary of the Trust ("Beneficiary"); and

STEVE CROSLEY, widower of Gay A. Crosley, the daughter of Donald E. and Jean B. Brickley, the Settlors of the Trust, and legal guardian of Jadon Crosley.

RECITALS:

- A. The Trustee currently serves as Trustee of the Trust, pursuant to Article 3.1 of the Trust.
- B. The Trustee and Beneficiaries are the holders of all the Trust assets and currently the sole beneficiaries of the Trust and have agreed to distribute any and all oil and gas interests held by the Trust, rather than to be distributed at a later time to the Brickley Mineral Trust, as provided for in Article 2.2(D), as agreed upon below.

NOW THEREFORE, in consideration of the premises and the respective rights and obligations set out herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Oil & Gas Interests

"Oil and Gas interests" means all of the oil and gas interests of the Trust of every kind and nature whatsoever, including, but not limited to, royalty, overriding royalty, leasehold interests, interests in wells, and mineral interest.

1.2 Time of Essence

Time shall be of the essence of this Agreement.

1.3 Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

1.4 Successors and Assigns

This Agreement shall inure to the benefit of and shall be binding on and enforceable by the parties and, where the context so permits, their respective successors and permitted assigns.

1.5 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

ARTICLE 2 OIL AND GAS INTERESTS

2.1 Distribution of the Oil and Gas Interests of the Trust

The Trustee and Beneficiaries hereby agree that, after fully understanding and contemplating the effect of this Agreement, the Trustee on behalf of the Trust shall distribute and assign the oil and gas interests held by the Trust. The Trustee and Beneficiaries agree that by the execution of this Agreement, all parties are in agreement with the distribution of the oil and gas interests held by the Trust, and therefore foregoing later distribution of the oil and gas interests to a yet to be created Brickley Mineral Trust.

The Trustee and Beneficiaries agree that the distribution/assignment shall be as follows:

A. Craylor, LLC Assignment

- a. For the benefit of Kay L. Taylor, Megan Crosley, Alisha Crosley and Jadon Crosley
- b. Leases operated by Taylor Oil Co.
- c. Leases: Loomis A, Loomis B, Parry, Claassen, Brewer and Chinn

B. John A. Brickley Assignment

- a. For the benefit of John A. Brickley and Jan L. Thompson
- b. Leases operated by Brickley Enterprises, LLC
- c. Leases: Cabeen, Seglem, Blakeman (North & South), Brissey, Harmon and Houston

2.2 Indemnification/Hold Harmless

The Trustee and Beneficiaries agree to hold each other harmless and indemnify the other for any and all claims that may arise as a result of the assignment/distribution made in accordance with this Agreement. This Hold Harmless and Indemnification clause is made between the parties only in contemplation of any potential claims made that the oil and gas interests in the Trust should have been distributed to not yet formed Brickley Mineral Trust, rather than distributed and assigned as provided for in Section 2.1 of this Agreement.

ARTICLE 3 MISCELLANEOUS

3.1 Care of Donald E. and Jean B. Brickley

\$3,500 per month (total of \$7,000) out of the revenues resulting from the assignments/distributions contemplated under Article 2.1, to Donald E. and Jean B. Brickley for their health, care, and maintenance ("care payments") until the survivor of Donald E. and Jean B. Brickley shall pass. The care payments shall be sent to PO Box 107, El Dorado, KS 67042. The Trustee and Beneficiaries agree that the health, care and maintenance Jean B. Brickley shall be fully met until the survivor of Donald E. and Jean B. Brickley shall be fully met until the survivor of Donald E. and Jean B. Brickley shall pass.

3.2 Further Assurances

Each party hereby covenants and agrees that it will, from time to time and at all times hereafter, at the request of the Trustee, execute and deliver such further assurances, assignments, notices, releases, deeds, instruments and other documents and do all such further acts as may be reasonably required to fully perform, give effect to and carry out the provisions hereof.

3.3 Counterparts

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, John A. Brickley ha	s executed this instr	nument this 28 day of
JOHN A. BRICKLEY, as Trustee of Donald E. B and Jean B. Brickley Revocable Trust, and as bene- the Donald E. Brickley and Jean B. Brickley Revocable Trust.	ficiary of cable Trust	
STATE OF KANSO, COUNTY OF BUS	Hex) ss:	
The foregoing instrument was acknowledged before 2018, by John A. Brickley who is personally know proof to be the persons whose names are subscribe to me that they executed the same in their authorized instrument the persons, or the entity upon behalf instrument.	n to me or who has ped to the within instr	roduced identification as ument and acknowledged
My Commission Expires:	BAR	
811/2021	NOTARY PUBLIC	
BRANDI S Notery Puplic, Ste My Appointme	ote of Kansas ?	
IN WITNESS WHEREOF, Jan L. Thompson has 2018.	executed this instru	ment this 19th day of
In L. Olevan		
JAN L. THOMPSON, as beneficiary of the Donald E. Brickley and Jean B. Brickley Revoca	ıble Trust	
STATE OF KANSONS, COUNTY OF BUT	<u>lev</u>) ss:	
The foregoing instrument was acknowledged befor 2018, by Jan L. Thompson who is personally known proof to be the persons whose names are subscribed to me that they executed the same in their authorized instrument the persons, or the entity upon behalf instrument.	re me this 19 da to me or who has pr to the within instru	ment and acknowledged
My Commission Expires: 8/11/2021	BARN	
4	Nota M	BRANDI STARR by Public, State of Kensas by Apprintment Expires

IN WITNESS WHEREOF IS NOTARY PUBLIC
IN WITNESS WHEREOF, Kay L. Taylor has executed this instrument this 27th day of 2018.
RAY L. TAYLOR, as beneficiary of the Donald E. Brickley and Jean B. Brickley Revocable Trust
STATE OF <u>Kansas</u> , COUNTY OF <u>Butler</u>) ss:
The foregoing instrument was acknowledged before me this <u>Jith</u> day of <u>June</u> 2018, by Kay L. Taylor who is personally known to me or who has produced identification as proof to be the persons whose names are subscribed to the within instrument and acknowledged on me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.
My Commission Expires: 11-27-21 A. CHRISTI DUTCHER NOTARY PUBLIC My Appt. Expires 11-27-21
WITNESS, WHEREOF, Megan Crosley has executed this instrument this 2th day of JUL 20
IEGAN CROSLEY, as beneficiary of the Donald E. Brickley and Jean B. Brickley Revocable Trust
TATE OF KANSS, COUNTY OF BUHER) ss:
the foregoing instrument was acknowledged before me this 27th day of

My Commission Expires: 11-17-19

instrument.

LAYKIN VEITING Notary Public - State of Kansas My Appl Expires / 1 17-19

proof to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the

IN WITNESS WHEREOF, Alisha Crosley has executed this instrument this 27th day of 2018.
ALISHA CROSLEY, as beneficiary of the Donald E. Brickley and Jean B. Brickley Revocable Trust
STATE OF <u>Kansas</u> , county of <u>Butler</u>) ss:
The foregoing instrument was acknowledged before me this <u>TH</u> day of <u>June</u> 2018, by Alisha Crosley who is personally known to me or who has produced identification as proof to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.
My Commission Expires: 11-27-21 Ohrwite Dutcher
A CHRISTI DUTCHER Notary Public - State of Kaneus My Appt. Expires 11-27-21
IN WITNESS WHEREOF, Jadon Crosley has executed this instrument this 28th day of 2018. (Rdy) OR 11 cby good Crosley JADON CROSLEY, as beneficiary of the Donald E. Brickley and Jean B. Brickley Revocable Trust
STATE OF Kansas, COUNTY OF Butter, ss:
The foregoing instrument was acknowledged before me this day of day of 2018, by Jadon Crosley who is personally known to me or who has produced identification as proof to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.
My Commission Expires: 8/11/2021
RRANDI STARR MOINT PUBLIC BRANDI STARR MOINT PUBLIC, State of Kandas

IN WITNESS WHEREOF, Steve Crosley has executed this instrument this day of
A. Crosley, the daughter of Donald E. and Jean B. Brickley, the Settlors of the Trust, and legal guardian of Jadon Crosley
STATE OF WANSAS, COUNTY OF BUHLEY) SS:
The foregoing instrument was acknowledged before me this 27th day of
My Commission Expires: - 17- 19 Layluin Weith
NOTART PUBLIC A LAYKIN VEITH Notary Public - State of Kansas My Appt. Expires (1-17-19)