

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: \_\_\_\_\_

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 _____ |
|----------------|-----------|------------------|-----------|

Side Two

**Must Be Filed For All Wells**

KDOR Lease No.: \_\_\_\_\_

\* Lease Name: \_\_\_\_\_ \* Location: \_\_\_\_\_

| Well No. | API No.<br>(YR DRDL/PRE '67) | Footage from Section Line<br>(i.e. FSL = Feet from South Line) |                   | Type of Well<br>(Oil/Gas/INJ/WSW) | Well Status<br>(PROD/TA'D/Abandoned) |
|----------|------------------------------|--|-------------------|-----------------------------------|--------------------------------------|
|          |                              | Circle<br>FSL/FNL  | Circle<br>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     | _____                             | _____                                |
| _____    | _____                        | _____ 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     | _____                             | _____                                |

*A separate sheet may be attached if necessary*

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

KANSAS 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: \_\_\_\_\_

Bomber Oil, LLC  
8769 W. 2200 Road  
Parker, KS 66072

I, Tom Kemper, have decided to consolidate my three operating companies listed below into one operating company (Bomber Oil) effective immediately. The reason for this change is to simplify bookkeeping and save on cost of licensing fees.

Bomber Oil, LLC

S & K Services, LLC

Floyd Oil & Gas, LLC

If you have any questions, please feel free to contact Tom at (913) 731-5042.

Tom Kemper

Bomber Oil

(KANSAS) (Rev. 1981)  
Form 88—(Producers)

**B+**

**OIL AND GAS LEASE**

Reorder No.  
09-134



PO. Box 793  
Wichita, KS, 67201-0793  
1-800-455-5846  
1-316-264-2344 Wichita  
1-316-264-5185 Fax  
www.kogaa.com • kagp@kgo.com

AGREEMENT, Made and entered into this 4 day of April 2009  
by and between Michael McClellan

Party of the first part, hereinafter called lessor (whether one or more) and  
Bamber O.I Inc, a Kansas Corp Part of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of \$1100 and other value consideration DOLLARS,  
cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the  
part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise,  
lease and let unto said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and  
building tanks, power stations and structures thereon to produce; save and take care of said products, all that certain tract of  
land situated in the County of Lincoln State of Kansas, described as follows, to wit:  
see attached

of Section 35 Township 17S Range 22E and containing 18.7 acres more or less.

It is agreed that this lease shall remain in full force for a term of one years from this date, and as long  
thereafter as oil or gas, or either of them, is produced from said land by the lessee.

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

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

2nd. To pay lessor for gas from each well where gas only is found the equal one-eighth (1/8) of the gross proceeds at the  
prevailing market rate, (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 all gas used off the premises, said payments to be made  
and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said  
land during the same time by making his own connections with the well at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises or in the manufacture of gasoline or any  
other product a royalty of one-eighth (1/8) of the market value, at the mouth of 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), payable monthly at the prevailing market price.

If no well be commenced on said land on or before the 1st day of April 2010,  
this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the  
lessor's credit in The Bank at

or its successors which shall continue as the depository regardless of changes in the ownership of said land, the sum of  
DOLLARS, which shall operate as a rental and cover the privilege of defer-  
ring the commencement of a well for months from said date. In like manner and upon like payments or tenders  
the commencement of a well may be further deferred for like periods of the same number of months successively. All such  
payments or tenders of rentals may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or be-  
fore the rental paying date, either direct to lessor or assigns or to said depository bank. And it is understood and agreed that  
the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental  
is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights confer-  
red.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not com-  
menced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this  
lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the  
payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the re-  
sumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of  
rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein,  
then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his 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 its operation thereon, except  
water from wells of lessor.

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

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

Lessee shall pay for damages caused by its 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 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 the like effect as if such well had been completed within the  
term of years herein first mentioned.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed,  
the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the owner-  
ship 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; and it is hereby agreed in the event this lease shall be assigned  
as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make  
default in the payment of the proportionate part of the rents due from him or them on an acreage basis, such default shall not  
operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any as-  
signee shall make due payments of said rentals. If the leased premises are now or hereafter owned in severalty or in

301  
755-2225

ers)  
981)

**B**

**OIL AND GAS LEASE**



Reorder No.  
09-133

**KANSAS BLUE PRINT CO. INC.**

316-264-9344 • P.O. Box 793 • Wichita, KS 67201-0793

Form 88—(Pr  
(KANSAS) 0

Commerce  
AGREEM

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the land or assign  
written transfer

Made and entered into this 24th day of November, 2006  
George H. Diehm and Loretta M. Diehm, his

Party of the first part, hereinafter called lessor (whether one or more) and  
D.I. Inc.

Part 1 of the second part, hereinafter called lessee.

at the said lessor, for and in consideration of 1 DOLLARS,  
receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the  
paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise,  
aid lessee, for the sole and only purpose of mining and operating for oil and gas, and laying pipe lines, and  
er stations and structures thereon to produce, save and take care of said products, all that certain tract of

County of Miami State of Kansas, described as follows, to-wit:  
Hackmen "A"

Township 19 Range 22 and containing 134 acres more or less.

t this lease shall remain in full force for a term of 7 years from this date, and as long  
gas, or either of them, is produced from said land by the lessee.

of the premises the said lessee covenants and agrees:  
to the credit of lessor, free of cost, in the pipe line to which lessee may connect his wells, the equal one-  
all oil produced and saved from the leased premises.

essor for gas from each well where gas only is found the equal one-eighth (1/8) of the gross proceeds at the  
ite, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from

is used off the premises, said payments to be made as oil is sold  
as free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said  
time by making his own connections with the well at his own risk and expense.

ssor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head  
(1/8) of the proceeds at the prevailing market rate, (but, as to gas sold by lessee, in no event more than one-  
proceeds received by lessee from such sales), for the gas used, for the time during which such gas shall be  
to be made as oil is sold

nnenced on said land on or before the NA day of NA, 19NA,  
inate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the

Bank at \_\_\_\_\_

ich shall continue as the depository regardless of changes in the ownership of said land, the sum of \_\_\_\_\_

DOLLARS, which shall operate as a rental and cover the privilege of defer-  
ment of a well for \_\_\_\_\_ months from said date. In like manner and

or tenders the commencement of a well may be further deferred for like periods or the same number of  
And it is understood and agreed that the consideration first recited herein, the down payment covers not  
rented to the date when said first rental is payable as aforesaid, but also the lessee's option of extending  
said and any and all other rights conferred.

well drilled on the above described land be a dry hole, then, and in that event, if a second well is not com-  
within twelve months from the expiration of the last rental period for which rental has been paid, this lease  
both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment  
e amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of  
als, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the  
ontinue in force just as though there had been no interruption in the rental payments.

ns a less interest in the above described land than the entire and undivided fee simple estate therein, then  
tals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and  
e signing of this agreement shall be binding on each of the above named parties who sign, regardless of

the right to use, free of cost, gas, oil, and water produced on said land for its operation thereon, except  
lessor.

by lessor, lessee shall bury his pipe lines below plow depth.  
drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the

for damages caused by its operations to growing crops on said land.

the right at any time to remove all machinery and fixtures placed on said premises, including the right to  
ing.

ll commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the  
ll to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in pay-  
ase shall continue and be in force with the like effect as if such well had been completed within the term of  
ntioned.

ther party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the  
l extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of  
t of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a  
ssignment or a true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a  
f the above described lands and the premises or assignment of such part or parts shall fall under the

Form 88—(Producers) 1-61

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# OIL AND GAS LEASE



—Article 1, Terms

AGREEMENT, Made and entered into this 1st day of October, 192006  
by and between Victor R. DeMayo & Freda M. DeMayo—husband & wife

Floyd Oil & Gas Corp Party of the first part, hereinafter called lessor (whether one or more) and  
Part of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of \$100.00 One hundred DOLLARS, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto said 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, waters, other fluids, and air into subsurface strata; laying pipe lines, storing oil, building tanks, power stations, roadways, and other structures and things thereon to produce, save, take care of, treat, process, store, transport and market said oil, liquid hydrocarbons, gases, and their respective constituent products, the following described land together with any reversionary rights and after-

acquired interests therein, situated in the County of Linn, State of Kansas described as follows, to-wit: The South Half of the Northwest Quarter (S 1/2 of NW 1/4 and the Southwest Quarter of the Northeast Quarter (SW 1/4 of NE 1/4) of Section Fourteen (14), Township Twenty-one (21), Range Twenty-two (22), containing 120 acres, more or less:

of Section 14 Township 21 Range 22 and containing 120 acres more or less.

It is agreed that this lease shall remain in full force for a term of (1) One years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, or the premises are being developed or operated.

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 his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty 1/8 of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty 1/8 of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty 1/8 of the proceeds from the sale of gas as such at the mouth of the well where gas only is found and where such gas is not sold or used, lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used as royalty, an amount equal to the delay rental provided in the next succeeding paragraph hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under the above term paragraph hereof; the lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessor's sole risk and expense.

If operations for the drilling of a well be not commenced on said land on or before October 1, 192006, this lease shall terminate as to both parties, ~~unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in The~~ Bank at ~~or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of~~

DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods or the same number of months successively. All such payments or tenders or rental may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date either direct to lessor or assigns or to said depository bank. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. 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, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

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

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

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

Lessee shall pay for damages caused by its 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 lessee shall commence operations 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 the like effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, 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; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such

Form 88—(Producers) 1-61 B+

# OIL AND GAS LEASE



AGREEMENT, Made and entered into this 1 day of OCTOBER, 19 06, by and between STARLA JACOBS

Party of the first part, hereinafter called lessor (whether one or more) and FLOYD OIL & GAS CORP Part 1 of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of \$100.00 DOLLARS, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto said 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, waters, other fluids, and air into subsurface strata; laying pipe lines, storing oil, building tanks, power stations, roadways, and other structures and things thereon to produce, save, take care of, treat, process, store, transport and market said oil, liquid hydrocarbons, gases, and their respective constituent products, the following described land together with any reversionary rights and after-acquired interests therein, situated in the County of LINN, State of KANSAS described as follows, to-wit:

NORTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 14 TOWNSHIP 21, RANGE 22 CONTAINING 80 ACRES  
of Section 14 Township 21 Range 22 and containing 80 acres more or less.

It is agreed that this lease shall remain in full force for a term of 1 YEAR years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, or the premises are being developed or operated.

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 his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.
- 2nd. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty 1/8 of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty 1/8 of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty 1/8 of the proceeds from the sale of gas as such at the mouth of the well where gas only is found and where such gas is not sold or used, lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used as royalty, an amount equal to the delay rental provided in the next succeeding paragraph hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under the above term paragraph hereof; the lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessor's sole risk and expense.

If operations for the drilling of a well be not commenced on said land on or before 19, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in the Bank at or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of DOLLARS,

which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods or the same number of months successively. All such payments or tenders or rental may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date either direct to lessor or assigns or to said depository bank. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights conferred. 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, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as hereinbefore provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

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

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

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

Lessee shall pay for damages caused by its 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 lessee shall commence operations 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 the like effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, 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; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall be bound by the terms of this lease.



March 20, 2019

Floyd Oil & Gas  
S & K Oil, LLC  
Bomber Oil, LLC  
8768 W. 2200 Road  
Parker, KS 66072

To whom it may concern:

Bomber Oil is now the operator of all lease for S & K Oil, LLC and Floyd Oil & Gas leases effective immediately.

X

A handwritten signature in black ink, appearing to be 'TK' with a stylized flourish underneath, positioned above a horizontal line.

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Tom Kemper  
Operator