

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 _____

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: _____

JETER LAW FIRM

Jeter ♦ Turner ♦ Sook ♦ Baxter LLP

Norman W. Jeter (1912-2009)
Joseph W. Jeter
William W. Jeter
Tyler K. Turner***
Christopher W. Sook*
Michael J. Baxter**
All licensed in Kansas
*Licensed in Missouri
**Licensed in Nebraska and Colorado
***Licensed in Nebraska

(785) 628.8226 (Telephone)
(785) 628.1376 (Fax)
www.jeterlawoffice.com

Michael J. Baxter
Email • mbaxter@jeterlawoffice.com

April 24, 2019

Kansas Corporation Commission
Oil and Gas Conservation Division
266 N. Main St., Ste. 220
Wichita, KS 67202-1513

RE: Palmberg Lease – NE/4 of 7-9-18 Rooks County, Kansas
RaeLee Oil, LLC – #35539

To whom it may concern:

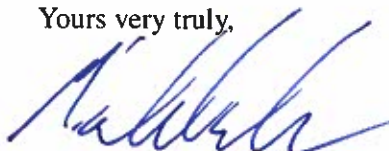
I represent RaeLee Oil, LLC regarding the above described Land in Rooks County, Kansas. According to Kansas Corporation Commission (“KCC”) records, the Palmberg Lease covering the above described Land is currently operated by Enterprise, Inc. However, said Lease has been sold through a lien foreclosure action filed in Rooks County, Kansas and was purchased by my client. I have enclosed copies of the Order of Sale, Sheriff’s Assignment, and Ordering Confirming Sale for your review.

Additionally, RaeLee Oil, LLC has released the Palmberg Lease and has obtained a new Oil and Gas Lease from the mineral owners. Copies of the Release and Oil and Gas Lease are also enclosed for your review.

It is my understanding that evidence of the transfer of an oil and gas well is typically shown on a T-1 form submitted to the KCC. Normally, RaeLee Oil, LLC would not have difficulty showing this transfer. However, because of the lien foreclosure action and the 2018 death of Enterprise, Inc.’s owner, RaeLee is unable to obtain a signature from the former owner of the Palmberg Lease. For these reasons, it was suggested by the local office to submit a letter requesting the transfer without a traditional T-1 form.

Please review the enclosed documents, along with the T-1 form requesting transfer of the Palmberg Lease. If you have any questions or need any additional information, please do not hesitate to give me a call.

Yours very truly,



MICHAEL J. BAXTER

MJB/sh.
c: Client

Enc.

Hays Office (Mailing Address)
Chestnut Building, Suite 101
1200 Main
P.O. Box 128
Hays, Kansas 67601

Stockton Office
420 Main Street
Stockton, Kansas 67669

ELECTRONICALLY FILED
2018 Dec 06 AM 9:27
CLERK OF THE ROOKS COUNTY DISTRICT COURT
CASE NUMBER: 2016-CV-000029



Court: Rooks County District Court
Case Number: 2016-CV-000029
Case Title: Crawford Supply vs. Enterprise Inc., et al.
Type: Order for Sale

SO ORDERED.

A handwritten signature in black ink, appearing to read "Blake A. Bittel".

/s/ Honorable Blake A. Bittel, District Court Judge

**IN THE DISTRICT COURT
OF ROOKS COUNTY, KANSAS**

CRAWFORD SUPPLY CO, INC.

Plaintiff,

vs.

Case No. 2016-CV-29

ENTERPRISE, INC. et al.

Defendants.

ORDER OF SALE

(Filed Pursuant to K.S.A. Chapter 60)

STATE OF KANSAS, COUNTY OF ROOKS, ss:

FROM THE STATE OF KANSAS TO THE SHERIFF OF ROOKS COUNTY, KANSAS:

Please be advised that:

1. On June 18, 2018, in a Journal Entry of Default Judgment and Foreclosure, Plaintiff's successor-in-interest, Crawford Supply Co., Inc., was granted judgment against the Defendants Enterprise, Inc., Richard Palmberg, Glenda Palmberg, Bridget Wilson, Michael Weilert, Michael Wright, Janna Wright, Curtis Weilert, Heather Hampton, Dick King, John Crawford, SR Weilert Oil, LLC, Kevin McDonald, Theresa McDonald, Michael Downing, Jane Downing, Mary Lawless, Travis Weilert, Robert & Donna Geist Revocable Trust, Jami Mendez, Marla Mendez, Lindsay Weilert, Ursula Weilert, and UMB Bank in the amount of \$8,705.38.
2. Said Journal Entry also provided that Plaintiff's lien filed against all leasehold interest in and to that certain Oil and Gas Lease filed in Book 439, Page 161, covering the NE/4 of 7-9-18 Rooks County, Kansas is a first and prior lien against said leasehold, and that Plaintiff is entitled to foreclosure of its lien.
3. It was further ordered that if the above judgment was not paid within ten (10) days of the date of the Journal Entry of Default Judgment and Foreclosure, that upon request filed, an order of sale would issue from the Court directed at the Sheriff of Rooks County, Kansas, commanding him to advertise and sell 100% of the leasehold interest in and to the above described Oil and Gas Lease.

4. The remaining Defendants, Ricky Dean Pierce Living Trust, Bruce Weilert, Linda Weilert, and Embrax, LLC have consented to foreclosure and have approved the Request for Order of Sale filed with the Court.

5. Judgment was not paid in accordance with the Journal Entry. As such, you are therefore commanded to advertise and sell the above described leasehold, working interest, and personal property in and to the above described Oil and Gas Lease in its entirety and not in parcel at the steps of the courthouse in Rooks County, Kansas, on December 28, 2018 at 10:00 a.m. without appraisal to the highest and best bidder for cash in hand and to apply the proceeds from said sale as follows:

FIRST: To the payment of any taxes assessed against the leasehold interest that are due and owing at the time of sale.

SECOND: To the payment of Plaintiff's judgment.

THIRD: The remaining balance, if any, to the Clerk of the District Court of Rooks County, Kansas pending further order of the Court.

6. You are further commanded to make due return at once of the Order of Sale with your proceeds endorsed thereon.

WITNESSETH MY HAND AND SEAL OF THIS COURT affixed in my office in Rooks County, Kansas, this date and time filed by electronic stamp.

Respectfully submitted,

/s/ Michael J. Baxter

Michael J. Baxter #26459
JETER TURNER SOOK BAXTER, LLP
Chestnut Building
P.O. Box 128, Hays, KS 67601
785.628.8226
Attorney for Plaintiff

Received for record at 9:00 o'clock A.M.
State of Kansas) on 8 day Feb 20 19 and recorded
Rooks County) in Book 499 of Records at Page 127
Register of Deeds Rosalie Sprick

SHERIFF'S ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, on June 18, 2018, the same being a regular court day, in the matter of Crawford Supply Co., Inc., v. Enterprise, Inc., et al., the same being Case No. 16-CV-29, there and then pending in the District Court of Rooks County, Kansas; the Plaintiff received judgment against certain Defendants as to the following described leasehold interest situated in Rooks County, Kansas, to-wit:

All leasehold, working interest, and personal property in and to that Oil and Gas Lease, dated October 1, 2012, filed in Book 439, Page 161, covering the Northeast Quarter (NE/4) of Section Seven (7), Township Nine (9) South, Range Eighteen (18) West of the 6th P.M., Rooks County, Kansas

WHEREAS, on December 6, 2018, the Court, with the consent of the remaining Defendants, issued that that certain Order of Sale ordering that the above described leasehold interest be sold at public auction by the Sheriff of Rooks County, Kansas; and

WHEREAS, I, the Sheriff of Rooks County, Kansas, sold the above described leasehold on the 28th day of December, 2018, after duly advertising the sale of same as provided by law; and

WHEREAS, at said sale the highest and best price received for the above described property was the sum of \$8,705.38, as bid by RaeLee Oil, LLC; and

WHEREAS, on January 22, 2019, the sale was confirmed by the District Court of Rooks County, Kansas, upon proper motion and with consent of the remaining Defendants.

NOW, THEREFORE, by and through the power and authority vested in me pursuant to Chapter 60 of the Kansas Statutes Annotated, as well as pursuant to the Journal Entry Granting Default Judgment and Foreclosure, as hereinabove referred to, I, Gary Knight, the duly elected and acting Sheriff of Rooks County, Kansas, do hereby give, grant, sell, and convey unto RaeLee Oil, LLC, the above described leasehold interest situated in Rooks County, Kansas, together with all and singular the tenements, hereditaments, appurtenances, and personal property thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same, their heirs, administrators, successors and assigns.

IN WITNESS WHEREOF, I, Gary Knight, the Sheriff of Rooks County, Kansas, have hereunto set my hand this 5th day of February, 2019.



Gary Knight, Rooks County Sheriff

STATE OF KANSAS, COUNTY OF ROOKS, ss:

The foregoing instrument was acknowledged before me this 5th day of February, 2019, by Sheriff Gary Knight, Rooks County, Kansas.





Notary Public

Appointment

No real estate sale validation required pursuant to K.S.A. 79-1437e(10)

ELECTRONICALLY FILED
2019 Jan 22 PM 4:03
CLERK OF THE ROOKS COUNTY DISTRICT COURT
CASE NUMBER: 2016-CV-000029



Court: Rooks County District Court
Case Number: 2016-CV-000029
Case Title: Crawford Supply vs. Enterprise Inc., et al.
Type: Order Confirming Sale

SO ORDERED.

A handwritten signature in black ink, appearing to read "Blake A. Bittel".

/s/ Honorable Blake A. Bittel, District Court Judge

**IN THE DISTRICT COURT
OF ROOKS COUNTY, KANSAS**

CRAWFORD SUPPLY CO., INC.

Plaintiff,

vs.

Case No. 2016-CV-29

ENTERPRISE, INC. et al.

Defendants.

ORDER CONFIRMING SALE
(Filed Pursuant to K.S.A. Chapter 60)

COMES NOW, the above matter comes regularly on for hearing upon the Plaintiff's Motion for an Order Confirming Sale. Plaintiff, RaeLee Oil, LLC appears by and through its attorney, Michael J. Baxter of Jeter Turner Sook Baxter, LLP. Defendants Bruce Weilert and Linda Weilert appears by their attorney, Donald F. Hoffman; Defendants Embrax, LLC appears by their attorney, Jerry E. Driscoll; and Defendant Ricky Dean Pierce appears pro se.

1. That on December 6, 2018, the Court issued an Order for Sale directing the Sheriff of Rooks County, Kansas to sell at public sale, without appraisal and to the highest bidder, the following described property:

All leasehold interest in and to that certain Oil and Gas Lease filed in Book 439, Page 161, covering the NE/4 of 7-9-18 Rooks County, Kansas.

2. That pursuant to Kan. Stat. Ann. § 60-2409, notice of Sheriff's Sale was published in the *Stockton Sentinel* for two consecutive weeks beginning on Thursday, December 13, 2018.

3. That on December 28, 2018 at 10:00 a.m., the Sheriff of Rooks County, Kansas proceeded to sell and did in fact sell at public auction the above described property to RaeLee Oil, LLC for the sum of Eight Thousand Seven Hundred Five Dollars and Thirty-eight Cents (\$8,705.38), being the highest and best bid offer received.

4. That said sale was made in all respects in accordance with law and with the Sheriff of Rooks County, Kansas, and purchase in full was from RaeLee Oil, LLC, for the sum equal to

the judgment owed to Plaintiff RaeLee Oil, LLC. As such, no actual deposit of funds was required or delivered to the Clerk of the District Court of Rooks County, Kansas.

IT IS THEREFORE BY THE COURT CONSIDERED, ORDERED, ADJUDGED, AND DECREED that the above described findings are the order of the Court herein and that the Sheriff's Sale is hereby confirmed; that the Sheriff of Rooks County, Kansas, immediately execute a Sheriff's Assignment to RaeLee Oil, LLC as purchaser of the property at the Sheriff's Sale.

IT IS BY THE COURT SO ORDERED

APPROVED AND SUBMITTED BY:

/s/ Michael J. Baxter
Michael J. Baxter #26459
Jeter Turner Sook Baxter, LLP
Chestnut Building, Suite 101
P.O. Box 128
Hays, KS 67601
(785) 628-8226
Attorney for Plaintiff

APPROVED BY:

/s/ Donald F. Hoffman
Donald F. Hoffman
Dreiling, Bieker & Hoffman, LLP
111 W. 13th Street
P.O. Box 579
Hays, KS 67601
(785) 625-3537
donhoff@eaglecom.net

/s/ Jerry E. Driscoll
Jerry E. Driscoll
Driscoll Law Office
726 Main
P.O. Box 226
Russell, KS 67665
(785) 483-5325
jedriscoll@ruraltel.net

On following page _____
Ricky Dean Pierce
2401 Desert Glen Drive
Las Vegas, NV 89134
Defendant – Pro Se

the judgment owed to Plaintiff RaeLee Oil, LLC. As such, no actual deposit of funds was required or delivered to the Clerk of the District Court of Rooks County, Kansas.

IT IS THEREFORE BY THE COURT CONSIDERED, ORDERED, ADJUDGED, AND DECREED that the above described findings are the order of the Court herein and that the Sheriff's Sale is hereby confirmed; that the Sheriff of Rooks County, Kansas, immediately execute a Sheriff's Assignment to RaeLee Oil, LLC as purchaser of the property at the Sheriff's Sale.

IT IS BY THE COURT SO ORDERED


APPROVED AND SUBMITTED BY:

/s/ Michael J. Baxter
Michael J. Baxter #26459
Jeter Turner Sook Baxter, LLP
Chestnut Building, Suite 101
P.O. Box 128
Hays, KS 67601
(785) 628-8226
Attorney for Plaintiff

APPROVED BY:

/s/
Donald F. Hoffman
Drelling, Bieker & Hoffman, LLP
111 W. 13th Street
P.O. Box 579
Hays, KS 67601
(785) 625-3537
donhoff@caglecom.net

/s/
Jerry E. Driscoll
Driscoll Law Office
726 Main
P.O. Box 226
Russell, KS 67665
(785) 483-5325
jedriscol@ruraltel.net


Ricky Dean Pierce
2401 Desert Glen Drive
Las Vegas, NV 89134
Defendant - Pro Se

CERTIFICATE OF MAILING

The undersigned does hereby certify that on the 22nd day of January, 2019, a copy of the above and foregoing **Order Confirming Sheriff's Sale** was mailed by depositing the same in the United States mail, postage prepaid, and properly addressed to:

Donald F. Hoffman
Dreiling, Bieker & Hoffman, LLP
111 W. 13th Street
P.O. Box 579
Hays, KS 67601
(785) 625-3537
donhoff@eaglecom.net

Jerry E. Driscoll
Driscoll Law Office
726 Main
P.O. Box 226
Russell, KS 67665
(785) 483-5325
jedriscoll@ruraltel.net

Ricky Dean Pierce
2401 Desert Glen Drive
Las Vegas, NV 89134
Defendant – Pro Se

and to the Clerk of the District Court by electronic filing.

/s/ Michael J. Baxter

Michael J. Baxter #26459

RELEASE OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

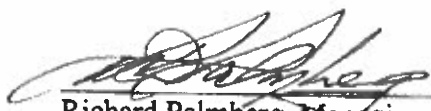
That the undersigned, RaeLee Oil, LLC, owner of that certain oil and gas lease dated October 1, 2012, covering the following described Land in Rooks County, Kansas:

Northeast Quarter (NE/4) of Section Seven (7), Township Nine (9) South, Range Eighteen (18) West of the 6th P.M., Rooks County, Kansas

and recorded in Book 439, Page 161, of the records of said county and state, insofar as the same covers land above described, does hereby release their right, title, and interest in and to said oil and gas lease.

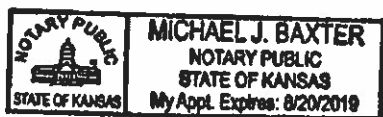
Executed this 5th day of February, 2019

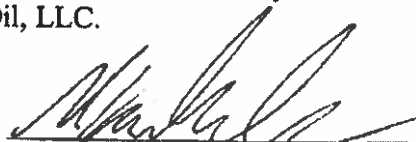
RaeLee Oil, LLC


Richard Palmberg, Managing Member

STATE OF KANSAS, COUNTY OF ROOKS, ss:

The foregoing instrument was acknowledged before me this 5th day of February, 2019, by Richard Palmberg, Managing Member of RaeLee Oil, LLC.




Notary Public

Appointment Expires _____

Received for record at 9:00 o'clock A. M
State of Kansas) on 8 day Feb 2019, and recorded
Rooks County) in Book 499 of Records at Page 126
Register of Deeds Roder Sprick

63U (Rev. 1993)

OIL AND GAS LEASE

AGREEMENT, Made and entered into the 8th day of May, 2018

by and between Richard Palmberg and Glenda Palmberg, husband and wife

whose mailing address is P.O. Box 236, Palco, KS 67657 hereinafter called Lessor (whether one or more).

and RaeLee Oil, LLC hereinafter called Lessee Lessor, in consideration of One and More Dollars (\$ 1.00 & More) in hand paid,

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

Northeast Quarter (NE/4)

In Section 7 Township 9 Range 18 and containing 160 acres, more or less and all accretions thereto

Subject to the provisions herein contained, this lease shall remain in force for a term of Two (2) years from this date (called "primary term") and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF KANSAS } ss
ROOKS COUNTY

This instrument was filed for record in my office at 9:00 o'clock A.M. on this 11 day of May, 2018 and is duly recorded in Book 493 of records, at page 493. Rosalee J. Smith Register of Deeds

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

X: [Signature] Richard Palmberg

X: [Signature] Glenda Palmberg

State of Kansas
County of Rooks

ACKNOWLEDGMENT FOR INDIVIDUAL
(Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State on this
8th day of May, 2018, personally appeared

Richard Palmberg and Glenda Palmberg, husband and wife

to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their 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 on the day and year last above written.
My commission expires: _____



Notary Public



State of _____
County of _____

ACKNOWLEDGMENT FOR INDIVIDUAL
(Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State on this
_____ day of _____, _____, personally appeared _____ and

to me personally known to be the identical person 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 on the day and year last above written.
My commission expires: _____

Notary Public

State of _____
County of _____

ACKNOWLEDGMENT FOR INDIVIDUAL
(Kans. Okla. and Colo.)

Before me, the undersigned, a Notary Public, within and for said County and State on this
_____ day of _____, _____, personally appeared _____ and

to me personally known to be the identical person 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 on the day and year last above written.
My commission expires: _____

Notary Public

State of _____
County of _____

ACKNOWLEDGMENT FOR CORPORATION

Be it remembered that on this _____ day of _____, _____, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came _____, president of _____

a corporation of the State of _____ personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.
My commission expires: _____

Notary Public