# KOLAR Document ID: 1466168

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

KANSAS CORPORATION COMMISSION Form July   OIL & GAS CONSERVATION DIVISION Form must be Ty   REQUEST FOR CHANGE OF OPERATOR All blanks must be Form				
<b>TRANSFER OF INJECTION OR SURFACE PIT PERMIT</b> Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,				
Check Applicable Boxes: MUST be submitte				
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:	R E W 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:	Phone:			
	Date:			
Title:	Signature:			
New Operator's License No.	Contact Person:			
New Operator's Name & Address:	Phone:			
	Oil / Gas Purchaser:			
	Date:			
Title:				
Acknowledgment of Transfer: The above request for transfer of injection at noted, approved and duly recorded in the records of the Kansas Corporation C				
Commission records only and does not convey any ownership interest in the at				
is acknowledged as	is acknowledged as			
the new operator and may continue to inject fluids as 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 PI				

Side Two

#### Must Be Filed For All Wells

* Lease Name: _			* Location:		
Well No. API No. (YR DRLD/PRE '67)		Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle</i> 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		
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		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.

# KOLAR Document ID: 1466168

## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

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

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 #	Well Location:		
Name:			
Address 1:	County:		
Address 2:	Lease Name: Well #:		
City:    Zip:   +      Contact Person:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:		
Phone: ( ) Fax: ( )			
Email Address:			
Surface Owner Information:			
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional		
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 county, and in the real estate property tax records of the county treasurer.		
Address 2:			
City: State: Zip:+			

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: \_\_\_\_\_\_

## EXHIBIT 'A'

# **BROERS LEASE**

Dated: March 24, 1959

Recorded: Book 57, Page 83

Lessors: W. G. Broers and Nancy W. Broers, husband and wife; Earl B. Broers, a single man

Lessee: Forrest H. Lindsay

Description: The NE/4 of Section 25, Township 15 South, Range 20 East, Franklin County, Kansas.

#### EXHIBIT 'B'

## RELEASE OF OIL AND GAS LEASE

BE IT KNOWN BY THESE PRESENTS that Haas Petroleum, LLC, BAM Petroleum, LLC, MorMeg, LLC, NPI, Inc., Champ Petroleum, LLC, and John Ulowitz a/k/a John Ulowetz, hereby release, relinquish, surrender and forever quitclaim to the lessors, their heirs, successors and assigns, as their interest may appear, any and all right, title and interest whatsoever owned by the undersigned in and to the lands described below by virtue of the following oil, gas and/or mineral lease:

#### BROERS LEASE

Dated:	March 24, 1959
Recorded:	Book 57, Page 83
Lessors:	W. G. Broers and Nancy W. Broers, husband and wife; Earl
	B. Broers, a single man
Lessee:	Forrest H. Lindsay
Description:	The NE/4 of Section 25, Township 15 South, Range 20
	East, Franklin County, Kansas,

and the leasehold estate and all rights, privileges and interests created by said lease .

Dated and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**BAM Petroleum, LLC** 

NPI, Inc.

12 By:

**Champ Petroleum, LLC** 

Haas Petroleum, LLC

RELEASE OF OIL AND GAS LEASE PAGE 1 MorMeg, LLC

Βv John Ulowitz a/k/a hansas COUNTY OF Johnson STATE OF SS: This instrument was acknowledged before me on the 19 day of June Manager of BAM PETROLEUM, 2019, by LLC, a Kansas limited liability company, on behalf of the company. as the NORGAN HA Appt. Expire Notary Public. Appointment/Commission Expires: , COUNTY OF Johnson . SS: STATE OF This instrument was acknowledged before me on the 19 day of June , Manager of MorMeg, LLC, a Mark Haas 2019, by \_ Kansas limited liability company, on behalf of the company. NOR Notary Public Appointment/Commission Expires: Ohnson COUNTY OF . ss: STATE OF This instrument was acknowledged before me on the 19 day of June Haas \_\_\_\_\_, Manager of Haas Petroleum, Mare 2019, by LLC, a Kansas limited liability company, on behalf of the company. Jublic Appointment/Commission Expires: My Appl. Expires RELEASE OF OIL AND GAS LEASE . PAGE 2

ohnson ansas COUNTY OF SS: STATE OF This instrument was acknowledged before me on the 19 day of Manager of NPI, INC., a Kansas Burne 2019, by David Byrne corporation, on behalf of the corporation. GAN HATO NOTARI My Appl. Expires My Appl. Expires Dublic, M 2019, by Davi Resident Notary Publie Appointment/Commission Expires: , COUNTY OF 10 SS: onns STATE OF This instrument was acknowledged before me on the 19 day of Iune Johnathan Heas, manager of Champ Petroleum, LLC, a 2019, by \_\_\_\_ Kansas limited liability company, on behalf of the company. liab 100 NINGAN HAAN My Appl. Expire Notary Public Appointment/Commission Expires: ŝ , COUNTY OF ) connson SS: STATE OF This instrument was acknowledged before me on the 19 day of ON 2019, by JOHN ULOWITZ a/k/a JOHN ULOWETZ. ما <del>کی ا</del>شتا N. Gal NotaryPublic ALIM WILLING CONTRACTOR Appointment/Commission Expires: uppt. Expires ..... ٦. . •

RELEASE OF OIL AND GAS LEASE PAGE 3

## EXHIBIT 'C'

## BILL OF SALE

BE IT KNOWN BY THESE PRESENTS that the undersigned, Vendors, for the sum of \$10.00 and other valuable consideration, receipt of which is acknowledged, have granted, bargained, sold, conveyed, transferred, and delivered and by these presents do hereby grant, bargain, sell, convey, transfer and deliver unto the following named Vendee: Rogers Oil, LLC, the following Property:

the wells, casing, rods, tubing, downhole equipment, lines, tanks, pumps, motors, and all other oilfield equipment, fixtures and personal property located on the following land:

The Northeast Quarter (NE/4) of Section Twenty-five (25), Township Fifteen (15) South, Range Twenty (20) East, in Franklin County, Kansas.

TO HAVE AND TO HOLD the above described property unto the said Vendee herein, its successors, legal representatives, and assigns forever. Vendors represent they are the owners of said Property and have the lawful right to sell and convey the same. Vendors warrant title to said Property to be free and clear of liens, encumbrances, and adverse claims; and that Vendors will warrant and defend Vendee's title thereto against all persons whomsoever lawfully claiming or to claim the same. All of said Property is sold "as is" and "where is" and, except for the warranty of title expressly stated herein, Vendors make no warranties, express or implied, including warranty of fitness for a particular purpose, concerning the Property. Vendee assumes all liability and cost of removal, and acknowledges that Vendee has inspected said property and accepts the same in its present condition.

Dated and effective this \_\_\_\_ day of \_\_\_\_\_ 2019.

**BAM Petroleum, LLC** 

NPI, inc.

Champ Petroleum, LLC

BILL OF SALE PAGE 1 Haas Petroleum, LLC

B١

MorMeg, LLC

By: tz a/k/a John Ulowetz John

ohnson hansas STATE OF COUNTY OF SS: This instrument was acknowledged before me on the 19 day of JUNL Manager of **BAM** PETROLEUM, Haas Marc 2019, by \_\_\_\_ LLC, a Kansas limited liability company, on behalf of the company. .eo NORGANA Notary Public Appointment/Commission Expires: 14 1. COUNTY OF \_ 01 , ss: STATE OF Son This instrument was acknowledged before me on the 19 day of Jun Haas PETROLEUM, Manager of Haas PETROLEUM, 2019, by Mark LLC, a Kansas limited liability company, on behalf of the company. MOR Notary Public . Appointment/Commission Expires: My Appl. Expire:

BILL OF SALE PAGE 2

, COUNTY OF Johnson STATE OF <u>Hansas</u> SS: This instrument was acknowledged before me on the 19 day of June Manager of MorMeg, LLC, a Man Haas 2019, by Kansas limited liability company, on behalf of the company. HIN STATE GAN HAAS Notary Public Appointment/Commission Expires: ATE O ohnson COUNTY OF SS: а STATE OF This instrument was acknowledged before me on the U day of Manager of NPI, INC., Kansas а David Burne 2019, by corporation, on behalf of the corporation. Rendect Appt. Exp Notary Public Appointment/Commission Expires: ohnson , COUNTY OF SS: STATE OF This instrument was acknowledged before me on the <u>19</u> day of \_ Haas\_\_\_\_, manager of Champ Petroleum, LLC, a 2019, by OV bility company, on behalf of the company. Kansas limited liability NOTARE My Appt. Expires Notary Public Appointment/Commission Expires: E OF KAN nnsin COUNTY OF SS: STATE OF This instrument was acknowledged before me on the 19 day of  $\overline{}$ 2019, by JOHN ULOWITZ a/k/a JOHN ULOWETZ. Notary Public Appointment/Commission Expires: BILL OF SALE PAGE 3 

## EXHIBIT 'D'

## SURFACE USE AGREEMENT

THIS AGREEMENT is made and entered into on <u>Suly</u>, 2019, by and between James T. Rogers and Sandra J. Rogers, husband and wife (collectively "Lessor"), BAM Petroleum, LLC, MorMeg, LLC, Haas Petroleum, LLC, NPI, Inc., Champ Petroleum, LLC, and John Ulowitz a/k/a John Ulowetz (collectively "Lessee").

WHEREAS, Lessor is the current owner of the following described land:

The Northeast Quarter (NE/4) of Section Twenty-five (25), Township Fifteen (15) South, Range Twenty (20) East, in Franklin County, Kansas

upon which Lessee has previously operated an oil and gas lease known as the "Broers Lease" and upon which Lessor intends to conduct further operations for the production of oil and/or gas which for purposes hereof is referred to as the "**Broers Lease**" regardless of the name which may hereafter be attached to or associated with such operations; and

WHEREAS, Lessee is the owner and/or operator of the following oil and gas lease:

Dated:	July 1, 1994
Recorded:	Misc. Book 160, Page 377
Lessors:	Oscar D. West & Thelma I. West, husband and wife
Lessee:	Richard Hermann
Description:	The North 240 acres of the West 1/2 of Section 30, Township 15, Range
	21, Franklin County, Kansas.

known as the "Wiseman Lease" and intends to continue to operate such lease; and

WHEREAS, electric power has been provided to both the Broers Lease and the Wiseman

Lease through a common meter located on the Lessor's property; and

WHEREAS, Lessor and Lessee intend to operate oil and/or gas wells on their respective

Broers and Wiseman Leases and to continue to obtain electric service for such operations through

said common meter;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is

hereby acknowledged, the parties do hereby agree as follows: SURFACE USE AGREEMENT

PAGE 1

1. Lessor hereby grants Lessee a license to retain the placement of the said electric meter at its present location on Lessor's land together with the electric lines and related facilities to provide electric power to the Wiseman Lease. Said license includes the right of ingress and egress upon said site to access, use, operate, maintain, repair and replace such electric meter, electrical lines and related facilities. Said license shall remain in force so long as the Wiseman Lease remains a valid and subsisting lease upon the land described herein above and said meter, electric lines and related facilities are used for the purpose of providing electric power for oil and/or gas operations on said Wiseman Lease.

2. It is understood and agreed that the above referenced electric meter also serves the Broers Lease, and that Lessor and Lessor's heirs, successors and assigns shall have the concurrent right to obtain electricity through said meter for the operation of the Broers Lease.

3. The meter and electric service through it are provided by KCPL on the account of Haas Petroleum, LLC. It is understood and agreed that Lessor and Lessee shall each be responsible for the cost of electrical usage for each of their respective leases. Upon receipt of each billing statement from KCPL (or its successors) Lessee shall promptly deliver a copy thereof to Lessor together with a statement for Lessor's share of the cost which is attributable to Lessor's electric usage for the period covered by the billing statement. Lessor shall promptly remit payment to Lessee for such share of the cost. Lessee shall be responsible for the timely payment in full to KCPL for its billing statements. The parties agree to establish a method agreeable to both for determining the respective electric usage and cost attributable to each for their respective lease operations. If the parties are unable to agree upon any other method, then they shall cause a meter to be installed to measure the usage of one or the other of the leases and to each pay one-half of the cost to install and thereafter maintain such meter. Such meter will enable the parties to determine the actual usage of one of the leases, and thereby determine the allocation of cost between the two.

4. In the event the Wiseman Lease ceases to be operated or ceases to use electricity from the said meter, Lessee shall notify Lessor thereof and Lessor shall then have the option to take over the meter and account subject to any requirements or authorization required by KCPL; provided, that Lessee shall be entitled to reimbursement of any deposits paid by it to KCPL; and, if the meter is owned by Lessee, payment by Lessor to Lessee of the fair market value of the meter according to KCPL.

5. Lessor may terminate the license herein granted by giving Lessee not less than sixty (60) days notice of its intent to terminate and by paying the entire cost of either moving the existing meter, or of providing a meter of like capacity, at a location on the Wiseman lease that is equidistant from the property line on the Wiseman side as the present meter is on the Broers side, together with the reasonable and necessary costs of disconnection and reconnection.

4. This agreement may be executed in one or more counterparts as one agreement and shall be binding upon Lessee and Lessor, their heirs, devisees, legatees, administrators, executors, successors and assigns, when executed by Lessee and Lessor.

5. The parties shall be considered joint drafters of this Agreement so as not to construe this Agreement against one party as drafter more than the other.

6. This Agreement may be amended or modified only by a written instrument executed by the Lessee and Lessor.

7. This Agreement shall be governed, construed and enforced in accordance with the laws of Kansas.

8. This Agreement, as may be amended, and the exhibits attached hereto constitute the entire Agreement between Lessee and Lessor with respect to the subject matter hereof and supersedes all prior Agreements and understandings between the parties hereto relating to the subject matter hereof.

James T. Rogers

\_\_\_\_\_

Sandra J. Rogers

NPI, Inc.

Ву: \_\_\_\_\_

**Champ Petroleum, LLC** 

Ву:\_\_\_\_\_

Haas Petroleum, LLC

Ву: \_\_\_\_\_

MorMeg, LLC

By: \_\_\_\_\_

**BAM Petroleum, LLC** 

By:\_\_\_\_\_

John Ulowitz a/k/a John Ulowetz

STATE OF Kausaus, COUNTY	OF FRANKLEN, SS:		
This instrument was acknowledged before me on the <u>18</u> day of <u>Twue</u> , <u>2019</u> , 2019, by JAMES T. ROGERS AND SANDRA J. ROGERS, HUSBAND AND WIFE.			
Casey W. Lytle Notary Public - State of Kansas My Appl. Expires	Notary Public Appointment/Commission Expires:		
STATE OF, COUNTY	OF, ss:		
This instrument was acknowledged before 2019, by LLC, a Kansas limited liability company, on behalf	e me on the day of, , Manager of BAM PETROLEUM, of the company.		
	Notary Public Appointment/Commission Expires:		
STATE OF, COUNTY	OF, ss:		
This instrument was acknowledged before me on the day of, 2019, by, Manager of MorMeg, LLC, a Kansas limited liability company, on behalf of the company.			
	Notary Public Appointment/Commission Expires:		
STATE OF, COUNTY	OF, ss:		
This instrument was acknowledged before 2019, by LLC, a Kansas limited liability company, on behalf	e me on the day of, , Manager of <b>Haas Petroleum,</b> of the company.		
	Notary Public Appointment/Commission Expires:		

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James T. Rogers

Sandra J. Rogers

NPI, Inc. PRS. R By:

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**Champ Petroleum, LLC** 

Haas Petroleum, LLC

By:

MorMeg, LLC

By

**BAM Petroleum, LLC** 

Βy

John/Ulowitz a/k/a John Ulowetz

, COUNTY OF \_\_\_\_, SS: STATE OF This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_ 2019, by JAMES T. ROGERS AND SANDRA J. ROGERS, HUSBAND AND WIFE. Notary Public Appointment/Commission Expires: STATE OF <u>Hansas</u>, COUNTY OF Johnson . 55: 19 day of June This instrument was acknowledged before me on the \_ Many Harager of BAM PETROLEUM, 2019, by \_ LLC, a Kansas limited liability company, on behalf of the company. ed .... NO GOTARE TO My Appt. Expires Notary Public Appointment/commission Expires: \_, COUNTY OF onnison STATE OF This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_ \_, Manager of MorMeg, LLC. a Mark Haas 2019, by Kansas limited liability, company, on behalf of the company. NINGAN HAAD DI CH Notary Public Appointment/Commission Expires: COUNTY OF JOHNSON STATE OF SS: This instrument was acknowledged before me on the 19 day of \_\_\_\_\_ 2019, by Mark Haas \_, Manager of Haas Petroleum. LLC, a Kansas limited liability company, on behalf of the company. NO. Notaer Public Appointment/Commission Expires: SURFACE USE AGREEMENT PAGE 5

Junsas , COUNTY OF TOMASON STATE OF V SS: This instrument was acknowledged before me on the \_ day of Manager of NPI, INC., a Kansas 2019, by DovidunBs (())0 2019, by <u>Corporation</u>, on behalt of the expression. ResiDent Notary Public Appointment/Commission Expires: , COUNTY OF STATE OF San SS; This instrument was acknowledged before me on the <u>19</u> day of . Johnathan. Haas \_, manager of Champ Petroleum, LLC, a 2019, by \_\_\_\_ Kansas limited liability company, on behalf of the company. Notary I My Appl. Expires Notary I Appointing Appointing Appointing Notary Public Appointment/Commission Expires: OF Ohnson STATE OF COUNTY OF \_ SS: This instrument was acknowledged before me on the  $\frac{19}{1000}$  day of une 2019, by JOHN ULOWITZ a/k/a JOHN ULOWETZ. in C C C Notary Public Appointment/Commission Expires: Appt. Expire: Mv 0 F