

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: \_\_\_\_\_

# OIL AND GAS LEASE

26905  
THIS AGREEMENT, Entered into this 11th day of December, 2004, between  
Olive June Miller, a single woman  
1501 Inverness Drive, Apt. 131  
Lawrence, Kansas 66047

and **F. G. Holl Company, L.L.C.**, 9431 E. Central, Suite 300, Wichita, Kansas 67206, hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten (10) and more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, with any reversionary rights therein, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, and other fluids and substances into the subsurface strata, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, electrical lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and the injection of water, brine, and other substances into the subsurface strata, said tract of land being situated in the County of Barber State of Kansas and described as follows:

Township 30 South, Range 13 West  
Section 10: W $\frac{1}{2}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$

containing 120 acres, more or less.

2. This lease shall remain in force for a term of two (2) years (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth (1/8) royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to the lessor, as a royalty, one-eighth (1/8) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to one dollar per net mineral acre, and while said shut in royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.

5. This lease is a paid-up lease and may be maintained during the primary term without further payments or drilling operations.

6. In the event said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties herein provided for shall be paid to said lessor only in the proportion which his interest bears to the whole and undivided fee, however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.

7. The lessee shall have the right to use free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing the appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of lessor.

9. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.

10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in the event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty accruing hereunder.

11. If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within one hundred-twenty (120) days thereafter, or if at the expiration of the primary term, oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced, with no cessation of more than one hundred twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provisions of this lease.

12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the primary term of this lease from drilling a well hereunder by the order of any constituted authority having jurisdiction thereof, the term of this lease shall continue until six months after said order is suspended.

14. Lessee, at its option, is hereby given the right to pool or unitize more units the land covered by this lease, or any portion thereof, with other land covered by another lease, and, if necessary or advisable to do so in order to properly develop and operate said lease premises so as to produce and under said land, such pooling to be in a unit or units not exceeding 80 acres each in the event of a gas and/or oil well, and not exceeding 640 acres each in the event of a gas and/or condensate or distillate well, plus a tolerance of ten percent (10%) over any quarter sections. Lessee shall execute in writing a pooling agreement covering the pooled acreage. The entire acreage so pooled shall be treated as if it were included in this lease from the pooled unit, as if it were included in this lease. If production is found on any part of the pooled acreage, the lessor shall receive from this lease whether any well is located on the land covered by this lease or not. Any well drilled on the pooled acreage shall be treated as if it were drilled on the land covered by this lease. In lieu of the royalties elsewhere herein specified lessor shall receive on production from the pooled acreage the royalty stipulated herein as the amount of his net royalty interest therein on an acreage basis bears to the total acreage covered in the particular unit involved.

26905 O. MILLER

15. In the event lessee drills a well on the leased premises, lessee shall pay lessor for all damages caused by its operations, and shall pay lessor \$500.00 towards said damages prior to commencing drilling operations.

16. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

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

*Olive June Miller*

Olive June Miller

Olive June Miller

STATE OF KANSAS )  
 )ss.  
COUNTY OF DOUGLAS )

ACKNOWLEDGMENT FOR INDIVIDUAL

This instrument was acknowledged to me this 16th day of December, 2004, by Olive June Miller.

My commission expires: 8-13-07

Donna M Bell

Notary Public



State of Kansas, Barber Co., SS  
This Instrument was filed for record on  
the 21 day of January  
2005 at 9:49 o'clock A. M., and  
duly recorded in book 301 on page 438  
Patty G Wrayden  
Register of Deeds  
Fees 12.00



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# OIL AND GAS LEASE

26705

THIS AGREEMENT, Entered into this 11th day of December, 2004, between  
Marcia D. McDonald and Daniel James McDonald, Jr., her husband  
2409 Tyson  
Raleigh, North Carolina 27612

and F. G. Holl Company, L.L.C., 9431 E. Central, Suite 100, Wichita, Kansas 67206, hereinafter called lessee,  
does witness:

1. That lessor, for and in consideration of the sum of Ten (10) and more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, with any reversionary rights therein, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, and other fluids and substances into the subsurface strata, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, electrical lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and the injection of water, brine, and other substances into the subsurface strata, said tract of land being situated in the County of Barber State of Kansas and described as follows:

Township 30 South, Range 13 West  
Section 10: W½NE¼, E½E½NW¼

containing 120 acres, more or less.

2. This lease shall remain in force for a term of two (2) years (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth (1/8) royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to the lessor, as a royalty, one-eighth (1/8) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to one dollar per net mineral acre, and while said shut in royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.

5. This lease is a paid-up lease and may be maintained during the primary term without further payments or drilling operations.

6. In the event said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties herein provided for shall be paid to said lessor only in the proportion which his interest bears to the whole and undivided fee, however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.

7. The lessee shall have the right to use free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing the appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of lessor.

9. If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.

10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in the event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty accruing hereunder.

11. If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within one hundred-twenty (120) days thereafter, or if at the expiration of the primary term, oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced, with no cessation of more than one hundred twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provisions of this lease.

12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall be deemed to have expired six months after said order is suspended.

14. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units, or any portion thereof, with other land covered by another lease, or leases when, in lessee's judgment, it is in the best interest of the lessor to develop and operate said lease premises so as to promote the conservation of such minerals, or to produce, save, take care of, and manufacture oil, gas, gas condensate or distillate, plus a tolerance of ten percent (10%) to conform to Governmental regulations, and file for record in the county in which the land is situated an instrument identifying and describing the lands to be included in the unit or units, and the lands so pooled shall be treated for all purposes, except the payment of royalties on production from the unit, as if they were a single tract of land. If production is found on any part of the pooled acreage it shall be treated as if produced from the land covered by this lease or not. Any well drilled on such unit shall be and constitute a part of the unit, and the net royalty specified lessor shall receive on production from the unit so pooled only such portion of the net royalty as the acreage interest therein on an acreage basis bears to the total mineral acreage so pooled in the particular unit involved.

26705 Mc DONALD

15. In the event lessee drills a well on the leased premises, lessee shall pay lessor for all damages caused by its operations, and shall pay lessor \$500.00 towards said damages prior to commencing drilling operations.

16. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

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

*Marcia D. McDonald*  
\_\_\_\_\_  
Marcia D. McDonald

*Daniel James McDonald, Jr.*  
\_\_\_\_\_  
Daniel James McDonald, Jr.

STATE OF NORTH CAROLINA    )  
  )ss.    ACKNOWLEDGMENT FOR INDIVIDUAL  
COUNTY OF WAKE                )

This instrument was acknowledged to me this 7<sup>th</sup> day of January, 2005, by Marcia D. McDonald and Daniel James McDonald, Jr.

My commission expires: 7-12-2009

*Jennifer L. Wroten*  
\_\_\_\_\_  
Notary Public



State of Kansas, Barber Co., SS  
This Instrument was filed for record on  
the 21 day of January  
2005 at 9:47 o'clock A. M., and  
duly recorded in book 301 on page 436  
*Betty Jo Swayden*  
\_\_\_\_\_  
Register of Deeds  
Fees \$12.00



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# OIL AND GAS LEASE

27905

THIS AGREEMENT, Entered into this 11th day of December, 2004, between  
Mercer W. Miller and Christina M. Miller, his wife  
414 Cherry Creek Lane  
Prospect Heights, Illinois 60070

and **F. G. Holl Company, L.L.C.**, 9431 E. Central, Suite 100, Wichita, Kansas 67206, hereinafter called lessee,  
does witness:

1. That lessor, for and in consideration of the sum of Ten (10) and more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, with any reversionary rights therein, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, and other fluids and substances into the subsurface strata, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, electrical lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and the injection of water, brine, and other substances into the subsurface strata, said tract of land being situated in the County of Barber State of Kansas and described as follows:

Township 30 South, Range 13 West  
Section 10: W $\frac{1}{2}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$

containing 120 acres, more or less.

2. This lease shall remain in force for a term of two (2) years (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth (1/8) royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to the lessor, as a royalty, one-eighth (1/8) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to one dollar per net mineral acre, and while said shut in royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.

5. This lease is a paid-up lease and may be maintained during the primary term without further payments or drilling operations.

6. In the event said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties herein provided for shall be paid to said lessor only in the proportion which his interest bears to the whole and undivided fee, however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.

7. The lessee shall have the right to use free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing the appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of lessor.

9. If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.

10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in the event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty accruing hereunder.

11. If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within one hundred-twenty (120) days thereafter, or if at the expiration of the primary term, oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced, with no cessation of more than one hundred twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provisions of this lease.

12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.

14. Lessee, at its option, is hereby given the right and power to pool or combine into one or more units all or any part of the land covered by this lease, or any portion thereof, with other land covered by another lease, or leases when, in lessee's judgment, it is desirable to do so in order to properly develop and operate said lease premises so as to promote the conservation of the land, such pooling to be in a unit or units not exceeding 80 acres each in the event of an oil well, or in the event of a gas and/or condensate or distillate well, plus a tolerance of ten percent (10%) to cover the acreage of the well. Lessee shall execute in writing an instrument of pooling, which shall be filed of record in the county in which the land is situated an instrument of pooling. The entire acreage so pooled shall be treated for all purposes, except the payment of royalties, as if it were included in this lease. If production is found on any part of the pooled acreage it shall be apportioned to each well whether any well is located on the land covered by this lease or not. Any well drilled on such unit shall be treated as if it were included in this lease. The royalties elsewhere herein specified lessor shall receive on production from the unit so pooled only the amount of his net royalty interest therein on an acreage basis bears to the total mineral acreage so

27905 M. MILLER



15. In the event lessee drills a well on the leased premises, lessee shall pay lessor for all damages caused by its operations, and shall pay lessor \$500.00 towards said damages prior to commencing drilling operations.

16. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

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

*Mercer W. Miller*  
Mercer W. Miller

*Christina M. Miller*  
Christina M. Miller



STATE OF ILLINOIS )

COUNTY OF Cook )

)ss. ACKNOWLEDGMENT FOR INDIVIDUAL

This instrument was acknowledged to me this 5 day of Feb 2005, by Mercer W. Miller and Christina M. Miller.

My commission expires: 7/18/05

*Melissa Chambers*  
Notary Public

\*\*\*\*\*



State of Kansas, Barber Co., SS  
This Instrument was filed for record on the 18 day of February 2005 at 9:52 o'clock A. M., and duly recorded in book 302 on page 35  
Betty Jo Swayden  
Register of Deeds  
Fees \$12.00

# OIL AND GAS LEASE

25104

THIS AGREEMENT, Entered into this 11th day of December, 2004, between  
Wayne E. Miller and Shirley V. Miller, husband and wife  
648 Waverly  
Wichita, Kansas 67218

and **F. G. Holl Company, L.L.C.**, 9431 E. Central, Suite 300, Wichita, Kansas 67206, hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten (10) and more Dollars in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, with any reversionary rights therein, and with the right to unitize this lease or any part thereof with other oil and gas leases as to all or any part of the lands covered thereby as hereinafter provided, for the purpose of carrying on geological, geophysical and other exploratory work thereon, including core drilling and the drilling, mining, and operating for, producing and saving all of the oil, gas, gas condensate, gas distillate, casinghead gasoline and their respective constituent vapors, and all other gases, found thereon, the exclusive right of injecting water, brine, and other fluids and substances into the subsurface strata, and for constructing roads, laying pipe lines, building tanks, storing oil, building power stations, electrical lines and other structures thereon necessary or convenient for the economical operation of said land alone or conjointly with neighboring lands, to produce, save, take care of, and manufacture all of such substances, and the injection of water, brine, and other substances into the subsurface strata, said tract of land being situated in the County of Barber State of Kansas and described as follows:

Township 30 South, Range 13 West  
Section 10: W½NE¼, E½E½NW¼

containing 120 acres, more or less.

2. This lease shall remain in force for a term of two (2) years (called "primary term") and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of the products covered by this lease is or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells the equal one-eighth (1/8) part of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth (1/8) royalty the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. The lessee shall pay to the lessor, as a royalty, one-eighth (1/8) of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased. If such gas is not sold by the lessee, lessee may pay or tender annually at or before the end of each yearly period during which such gas is not sold, as a shut-in royalty, whether one or more wells, an amount equal to one dollar per net mineral acre, and while said shut in royalty is so paid or tendered, it will be considered under all provisions of this lease that gas is being produced in paying quantities. The first yearly period during which such gas is not sold shall begin on the date the first well is completed for production of gas.

5. This lease is a paid-up lease and may be maintained during the primary term without further payments or drilling operations.

6. In the event said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties herein provided for shall be paid to said lessor only in the proportion which his interest bears to the whole and undivided fee, however, in the event the title to any interest in said land should revert to lessor, or his heirs, or his or their grantee, this lease shall cover such reversion.

7. The lessee shall have the right to use free of cost, gas, oil and water found on said land for its operations thereon, except water from existing wells of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during, or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change of ownership in the land or in the royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing the appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of lessor.

9. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises may nonetheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may now or hereafter be divided by sale, devisee, descent or otherwise, or to furnish separate measuring or receiving tanks.

10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in the event it exercises such options it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty accruing hereunder.

11. If after the expiration of the primary term, production of oil or gas should cease from any cause, this lease shall not terminate if lessee commences additional drilling or reworking operations within one hundred-twenty (120) days thereafter, or if at the expiration of the primary term, oil or gas is not being produced on said land, but lessee is then engaged in drilling or reworking operations thereon, then in either event, this lease shall remain in force so long as operations are prosecuted either on the same well or any other well thereafter commenced, with no cessation of more than one hundred twenty (120) consecutive days, and if they result in production of oil or gas, this lease shall remain in effect so long thereafter as there is production of oil or gas under any provisions of this lease.

12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease shall not be in any way terminated wholly or partially nor shall the lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules or regulations (or interpretations thereof). If lessee should be prevented during the last six months of the primary term hereof from drilling a well hereunder by the order of any constituted authority having jurisdiction thereover, the primary term of this lease shall continue until six months after said order is suspended.

Given the right and power to pool or combine into one or more units the land covered by this lease, or any portion thereof, or leases when, in lessee's judgment, it is necessary or advisable to do so in order to properly develop and produce the mineral resources thereon, to promote the conservation of such minerals in and under said land, such pooling to be in a unit or units not exceeding 640 acres each in the event of a gas and/or condensate or gas and/or condensate lease, and in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas and/or condensate or gas and/or condensate lease, or to conform to Governmental Survey quarter sections. Lessee shall execute in writing and file for recording an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a unit or units shall be treated as if production is had from this lease whether any well is located on the land covered by such unit shall be and constitute a well hereunder. In lieu of the royalties elsewhere herein specified lessor shall receive only such portion of the royalty stipulated herein as the amount of his net royalty interest therein on an acreage so pooled in the particular unit involved.

25104 MILLER

15. In the event lessee drills a well on the leased premises, lessee shall pay lessor for all damages caused by its operations, and shall pay lessor \$500.00 towards said damages prior to commencing drilling operations.

16. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

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

*Wayne E. Miller*  
Wayne E. Miller

*Shirley V. Miller*  
Shirley V. Miller

STATE OF KANSAS )  
 )ss.  
COUNTY OF SEDGWICK )

ACKNOWLEDGMENT FOR INDIVIDUAL

This instrument was acknowledged to me this 11th day of December, 2004, by Wayne E. Miller and Shirley V. Miller.

My commission expires: 8-26-05

*[Signature]*  
Notary Public

JAMES M. THOMAS  
NOTARY PUBLIC  
STATE OF KANSAS  
My Appt. Exp



State of Kansas, Barber Co., SS  
This Instrument was filed for record on the 22 day of December 2004 at 10:24 o'clock A. M., and duly recorded in book 301 on page 269  
*Betty P. Swyden*  
Register of Deeds  
Fees \$12.06

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COPY

State of Kansas, Barber Co., SS  
This instrument was filed for record on  
the 16 day of September  
2019 at 8:36 o'clock A M., and  
duly recorded in book 369 on page 135  
Kathy Fortune - deputy  
Register of Deeds  
Fees \$ 55.00

## PAID UP OIL AND GAS LEASE

THIS LEASE AGREEMENT is made as of the 10<sup>th</sup> day of September, 2019 between Martin K. Dubois and Twyla F. Dubois as Trustees of the Martin and Twyla Dubois Trust dated September 29, 2014; Mercer W. Miller and Christina M. Miller, husband and wife; AND Marcia D. McDonald, a single person, as lessor (whether one or more), and Indian Oil Co., Inc., as Lessee.

Grant of Leased Premises. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises (use Exhibit "A" for long description):

West Half of the Northeast Quarter (W/2 NE/4) and the East Half of the East Half of the Northwest Quarter (E/2 E/2 NW/4) of Section 10, Township 30 South, Range 13 West of the 6<sup>th</sup> P.M.,

all in the County of Barber, State of Kansas, and containing 120 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and nonhydrocarbon substances produced in association therewith ("Oil and Gas Substances"). The term "gas" as used herein includes helium, carbon dioxide, gaseous sulfur compounds, methane produced from coal formations and other commercial gases, as well as normal hydrocarbon gases. For the purpose of determining the amount of any payments based on acreage hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

1. **Ancillary Rights.** The rights granted to Lessee hereunder shall include the right of ingress and egress on the leased premises or lands pooled or unitized therewith, along with such rights as may be reasonably necessary to conduct operations for exploring, developing, producing and marketing Oil and Gas Substances, including but not limited to geophysical operations, the drilling of wells, and the construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to explore, discover, produce, store, treat and/or transport Oil and Gas Substances and water produced from the leased premises or other lands that share central facilities and are jointly operated with the leased premises for gathering, treating, compression and water disposal. Lessee may use in such operations, free of cost, any oil, gas, water and/or other substances produced on the leased premises, except water from Lessor's wells or ponds. In exploring, developing, producing or marketing from the leased premises or lands pooled or unitized therewith, the ancillary rights granted herein shall apply (a) to the entire leased premises, notwithstanding any partial release or other partial termination of this lease. Lessee shall bury its pipelines below ordinary plow depth on cultivated lands. No well shall be located less than 150 feet from any house or barn now on the leased premises or other lands of Lessor used by Lessee hereunder, without Lessor's consent, and Lessee shall pay for damage caused by its operations to buildings and other improvements now on the leased premises or such other lands, and to commercial timber and growing crops thereon. Lessee agrees to notify lessor either in writing or verbally, where new locations, tank batteries, and ingress/egress routes are to be made prior to any dirtwork being commenced. Lessee shall have the right at any time to remove its fixtures, equipment and materials, including well casing, from the leased premises or such other lands during the term of this lease or within a reasonable time thereafter.

2. **Term of Lease.** This lease shall be in force for a primary term of three (3) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced from the leased premises or from lands pooled or unitized therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof. If at any time within the primary term of this lease or any continuation thereof, Lessor receives any bona fide offer, acceptable to Lessor, to grant an additional lease (top lease) covering all or part of the leased premises, Lessee shall have the continuing option by meeting any such offer to acquire such top lease. Any offer must be in writing and must set forth the proposed Lessee's name, bonus consideration and royalty consideration to be paid for such lease, and include a copy of the lease form to be utilized reflecting all pertinent and relevant terms and conditions of the top lease. Lessee shall have fifteen days after receipt from Lessor of a complete copy of any such offer to advise Lessor in writing of its election to enter into an oil and gas lease with Lessor on equivalent terms and conditions. If lessee fails to notify Lessor within the aforesaid fifteen-day period of its election to meet any such bona fide offer, Lessor shall have the right to accept said offer. Any top lease granted by Lessor in violation of this provision shall be null and void.

3. **Operations.** If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled or unitized therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of this lease or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences further operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled or unitized therewith within 120 days after completion of operations on such dry hole or within 120 days after such cessation of all production. If after the primary term this lease is not otherwise being maintained in force, but Lessee is then engaged in Operations, as defined below, this lease shall remain in force so long as any one or more of such Operations are prosecuted with no interruption of more than 120 consecutive days, and if any such Operations result in the production of Oil and Gas Substances, as long thereafter as there is production from the leased premises or lands pooled or unitized therewith. As used herein, the term Operations shall mean any activity conducted on or off the leased premises that is reasonably calculated to obtain or restore production, including without limitation, (i) drilling or any act preparatory to drilling (such as obtaining permits, surveying a drill site, staking a drill site, building roads, clearing a drill site, or hauling equipment or supplies); (ii) reworking, plugging back, deepening, treating, stimulating, refitting, installing any artificial lift or production-enhancement equipment or technique; (iii) constructing facilities related to the production, treatment, transportation and marketing of substances produced from the lease premises; (iv) contracting for marketing services and sale of Oil and Gas Substances; and (v) construction of water disposal facilities and the physical movement of water produced from the leased premises.

4. **Shut-in Royalty.** If after the primary term one or more wells on the leased premises or lands pooled or unitized therewith are capable of producing Oil and Gas Substances in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 120 consecutive days such well or wells are shut in or production therefrom is not sold by Lessee, then Lessee shall pay an aggregate shut-in royalty of ten dollars (\$10.00) per acre then covered by this lease. The payment shall be made to Lessor on or before the first anniversary date of the lease following the end of the 120-day period and thereafter on or before each anniversary while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations under this lease, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled or unitized therewith, no shut-in royalty shall be due until the first anniversary date of the lease following the end of the 120-day period after the end of the period next following the cessation of such operations or production, as the case may be. Lessee's failure to properly pay shut-in royalty shall render lessee liable for the amount due, but shall not operate to terminate this lease unless given 30 days written notice; if no payment is made within 30 days of such notice, lease shall be deemed void.

5. **Royalty Payment.** For all Oil and Gas Substances that are physically produced from the leased premises, or lands pooled, unitized or communized therewith, and sold, lessor shall receive as its royalty 15% (0.15) of the sales proceeds actually received by lessee, less this same percentage share of all production, severance and ad valorem taxes.

6. **Pooling.** Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of drilling or production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority

exists with respect to such other lands or interests. The creation of a unit by such pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for a vertical oil well shall not be created without an additional written agreement; a unit for a vertical gas well shall not exceed 320 acres plus a maximum acreage tolerance of 10%, and for a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%, and for a horizontal completion with a lateral hole exceeding 5280' shall not exceed 1280 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means a well in which the horizontal component of the completion interval in the reservoir exceeds the vertical component in such interval. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. In the event a unit is formed hereunder before the unit well is drilled and completed, so that the applicable pooling criteria are not yet known, the unit shall be based on the pooling criteria Lessee expects in good faith to apply upon completion of the well; provided that within a reasonable time after completion of the well, the unit shall be revised if necessary to conform to the pooling criteria that actually exist. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. To revise a unit hereunder, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly.

7. **Payment Reductions.** If Lessor owns less than the full mineral estate in all or any part of the leased premises, payment of royalties and shut-in royalties hereunder shall be reduced as follows: royalties and shut-in royalties for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises. To the extent any royalty or other payment attributable to the mineral estate covered by this lease is payable to someone other than Lessor, such royalty or other payment shall be deducted from the corresponding amount otherwise payable to Lessor hereunder.

8. **Ownership Changes.** The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. In the event of the death of any person entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate. If at any time two or more persons are entitled to shut-in royalties hereunder, Lessee may pay or tender such shut-in royalties to such persons either jointly or separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. **Release of Lease.** Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases less than all of the interest or area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. **Regulation and Delay.** Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction, including restrictions on the drilling and production of wells, and regulation of the price or transportation of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and, at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any provisions or implied covenants of this lease when drilling, production or other operations are so prevented or delayed.

11. **Breach or Default.** No litigation shall be initiated by Lessor for damages, forfeiture or cancellation with respect to any breach or default by Lessee hereunder, for a period of at least 90 days after Lessor has given Lessee written notice fully describing the breach or default, and then only if Lessee fails to remedy the breach or default within such period. In the event the matter is litigated and there is a final judicial determination that a breach or default has occurred, this lease shall not be forfeited or cancelled in whole or in part unless Lessee is given a reasonable time after said judicial determination to remedy the breach or default and Lessee fails to do so.

12. **Warranty of Title.** Lessor hereby warrants and agrees to defend title conveyed to Lessee hereunder, and agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

13. **Right to Lease.** Lessor hereby acknowledges that Lessor has the right to lease said property, and has not signed intents to lease or entered into any brokerage agreements that may adversely affect this lease. Lessor also acknowledges that Lessor is not receiving any royalty payments for this lease and it is not held by any unit or pooling agreements. If for any reason this lease is found to be invalid, Lessor agrees to return all bonus money and other valuable consideration that changed hands during the execution of this agreement to Lessee within 15 days.

14. **Indemnity.** Lessee will indemnify and hold Lessor, its officers, directors, employees, agents, successors and assigns (hereafter collectively referred to as "Indemnified Parties") harmless from any and all claims, demands, suits, losses, damages, and costs (including, without limitation, any attorney fees) incurred by the Indemnified Parties which may be asserted against the Indemnified Parties by reason of or which may arise out of or which may be related to Lessee's activities on the leased premises (including, without limitation, any claims by any owners or lessees of minerals that Lessee's operations hereunder are either illegal, unauthorized, or constitute an improper interference with their rights).

15. **Counterparts.** This Lease may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)

Martin K. Dubois  
Martin K. Dubois, Co-Trustee

Twyla F. Dubois  
Twyla F. Dubois, Co-Trustee

MERCER W. AND CHRISTINA M. MILLER, HUSBAND AND WIFE

\_\_\_\_\_  
Mercer W. Miller

\_\_\_\_\_  
Christina M. Miller

MARCIA D. MCDONALD, A SINGLE PERSON

\_\_\_\_\_  
Marcia D. McDonald

ACKNOWLEDGEMENT

State of Kansas )  
County of Douglas ) SS.

On this 10<sup>th</sup> day of September, 2014, before me, the undersigned Notary Public in and for said county and state, personally appeared Martin K. Dubois and Twyla F. Dubois, as Co-Trustees of The Martin and Twyla Dubois Trust dated September 29, 2014, known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as his/her free and voluntary act of the purposes therein set forth. In witness whereof, I hereunto set my hand and official seal as the date hereinabove stated.

My commission expires Sept. 4, 2021.

Judith L. Gaus  
Notary Public  
**JUDITH L. GAUS**  
Notary Public-State of Kansas  
My Appt. Expires 9/4/21

ACKNOWLEDGEMENT

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public in and for said county and state, personally appeared Mercer W. Miller, known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as his/her free and voluntary act of the purposes therein set forth. In witness whereof, I hereunto set my hand and official seal as the date hereinabove stated.

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

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

ACKNOWLEDGEMENT

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public in and for said county and state, personally appeared Christina M. Miller, known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as his/her free and voluntary act of the purposes therein set forth. In witness whereof, I hereunto set my hand and official seal as the date hereinabove stated.

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

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

ACKNOWLEDGEMENT

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public in and for said county and state, personally appeared Marcia D. McDonald, known to me to be the person or persons whose names are subscribed to the foregoing instrument, and acknowledged that the same was executed and delivered as his/her free and voluntary act of the purposes therein set forth. In witness whereof, I hereunto set my hand and official seal as the date hereinabove stated.

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

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

COPY

AFFIDAVIT OF POSSESSION

STATE OF KANSAS )  
 )  
COUNTY OF Douglas ) ss:

Martin K. Dubois, of lawful age, being first duly sworn upon oath, states:

That my name is Martin K. Dubois, that I am of lawful age and reside in Douglas County, Kansas.

That I, AS CO-TRUSTEE OF THE MARTIN AND TWYLA DUBOIS TRUST DATED SEPTEMBER 29, 2014, am an owner (75%) of lands and minerals situated in the County of BARBER, State of KANSAS, described as follows, to-wit:

West Half of the Northeast Quarter (W/2 NE/4) and the East Half of the East Half of the Northwest Quarter (E/2 E/2 NW/4) of Section 10, Township 30 South, Range 13 West of the 6<sup>th</sup> P.M

all in the County of BARBER, State of Kansas, and containing 120 gross acres, more or less.

That I have been in open, adverse, exclusive, continuous, and undisputed possession of said lands for more than 3 years last past.

That I am paying taxes on, occupying and cultivating said land.

FURTHER AFFIANT SAITH NOT.

Martin K. Dubois

Martin K. Dubois

STATE OF Kansas )  
 )  
COUNTY OF Douglas ) ss:

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this 10<sup>th</sup> day of September, 2019, personally appeared Martin Dubois, to me personally known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for uses and purposes therein set forth.

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

Judith L. Gaus  
Notary Public

JUDITH L. GAUS  
Notary Public-State of Kansas  
My Appt. Expires 9/4/21

State of Kansas, Barber Co., SS  
This instrument was filed for record on the 16 day of September 2019 at 8:32 o'clock, A. M., and duly recorded in book 104 on page 117  
Kathy Fortune - deputy  
Register of Deeds  
Fees \$ 21.00





**BILL OF SALE**

**KNOW ALL MEN BY THESE PRESENTS THAT:**

**WHEREAS, F.G Holl Company, L.L.C. at 9431 E. Central, Ste 100, Wichita KS 67206,** is the Operator ("Operator" herein) of the following oil and gas lease ("Lease"):

Lease Name: **Miller-10**  
Dated: 12/11/2004  
Lessors: Shirley V. & Wayne E. Miller, h/w; Recorded 301/269  
Daniel James Jr. & Marcia D. McDonald Recorded 301/436  
Olive June Miller Recorded 301/438  
Mercer W & Christina M. Miller recorded 302/35  
Lessee: F. G. Holl Company, LLC  
Leased Premises: Sec. 10-30S-13W: W/2 NE/4 and E/2 E/2 NW/4 Barber County, KS. *AF MN*

**WHEREAS, this Lease has expired due to non-development thereupon, and to non-production therefrom;**

**WHEREAS, Indian Oil Co. Inc., at 2563 SE US HWY 160, Medicine Lodge, KS,** hereinafter called "**Purchaser**" desires to buy all existing equipment in place and other tangible property thereupon, including but not limited to the well bore, casing and tubing; **NOW THEREFORE,** the undersigned parties hereto ("**Parties**"), enter into this Agreement ("**Agreement**") which shall be as follows: *mn AF*

1. For and in consideration of **Purchase Price** [REDACTED] as negotiated and agreed upon between **Purchaser** and **Operator** with reference to 100% Working Interest value in the above Lease, the receipt of which is hereby acknowledged, **Operator** does hereby sell and transfer unto **Purchaser** all of the Lease equipment located on said lease together with all other tangible property thereupon, including but not limited to the well bore, casing and tubing, but without any warranty of title or condition, express or implied.
2. **Purchaser** assumes all liability with respect to the property transferred from the effective date hereof, including all surface remediation.
3. **Purchaser** agrees to pay **Operator** by cashier's check, at closing, the **Purchase Price** as to 100% working interest.
4. Time is of the essence for the purpose of this **Agreement**. Upon closing, which shall be attempted to take place on or before September 11, 2019, **Operator** and **Purchaser** shall immediately file the Operator Transfer form with KCC to transfer operations on all of **Operator's** wells subject to the above **Leases**. **Purchaser** shall execute this **Agreement** upon acceptance, and **Operator** shall place his signature at closing, at which time this Bill of Sale shall be binding upon both **Parties**.
5. This **Agreement** represents the final understanding between the **Parties**, which supersedes all previous agreements, verbal or written, pertaining to the matter hereof.

It shall be binding upon said **Parties**, their successors, assigns and legal representatives.

DATED this 16<sup>th</sup> day of September 2019, but effective September 1, 2019.

INDIAN OIL CO., INC.  
*[Signature]*  
Anthony Farrar, President

F. G. HOLL COMPANY, LLC  
*[Signature]*  
Margery L. Nagel, Managing Member

State of KANSAS County of SEDGWICK  
This instrument was acknowledged before me this 16<sup>th</sup> day of September 2019 by ANTHONY FARRAR, President of INDIAN OIL CO., INC.

My Commission Expires: 4/30/2022 Notary Public: Betty H. Spotswood *[Signature]*

BETTY H. SPOTSWOOD  
Notary Public - State of Kansas  
My Appt. Expires 4-30-2022

State of KANSAS County of SEDGWICK  
This instrument was acknowledged before me this 16<sup>th</sup> day of September 2019 by MARGERY L. NAGEL, Managing Member of F. G. HOLL COMPANY, LLC  
My Commission Expires: 4/30/2022 Notary Public: Betty H. Spotswood *[Signature]*

BETTY H. SPOTSWOOD  
Notary Public - State of Kansas  
My Appt. Expires 4-30-2022