

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
July 2014

Form must be Typed
Form must be Signed
All blanks must be Filled

**REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,
MUST be submitted with this form.

Check Applicable Boxes:

- Oil Lease: No. of Oil Wells _____ **
- Gas Lease: No. of Gas Wells _____ **
- Gas Gathering System: _____
- Saltwater Disposal Well - Permit No.: _____
Spot Location: _____ feet from N / S Line
_____ feet from E / W Line
- Enhanced Recovery Project Permit No.: _____
Entire Project: Yes No
Number of Injection Wells _____ **

Field Name: _____

**** Side Two Must Be Completed.**

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

_____ Sec. _____ Twp. _____ R. E W

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Type of Pit: Emergency Burn Settling Haul-Off Workover Drilling

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

Oil / Gas Purchaser: _____

Date: _____

Title: _____

Signature: _____

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # _____ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

_____ is acknowledged as
the new operator and may continue to inject fluids as authorized by
Permit No.: _____ . Recommended action: _____

Date: _____
Authorized Signature

_____ is acknowledged as
the new operator of the above named lease containing the surface pit
permitted by No.: _____ .

Date: _____
Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

Side Two

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

Well No.	API No. (YR DRDL/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)
		Circle FSL/FNL	Circle FEL/FWL		
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

A separate sheet may be attached if necessary

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

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

Form Must Be Typed

Form must be Signed

All blanks must be Filled

**CERTIFICATION OF COMPLIANCE WITH THE
KANSAS SURFACE OWNER NOTIFICATION ACT**

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: C-1 (Intent) CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)

OPERATOR: License # _____

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

Contact Person: _____

Phone: (_____) _____ Fax: (_____) _____

Email Address: _____

Well Location:

____ - ____ - ____ - ____ Sec. ____ Twp. ____ S. R. ____ East West

County: _____

Lease Name: _____ Well #: _____

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

Surface Owner Information:

Name: _____

Address 1: _____

Address 2: _____

City: _____ State: _____ Zip: _____ + _____

When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

Select one of the following:

- I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I must provide the name and address of the surface owner by filling out the top section of this form and that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: _____ Signature of Operator or Agent: _____ Title: _____

COPY

After recording return to:

Tad Patton
Triplett Woolf Garretson, LLC
2959 N. Rock Road, Suite 300
Wichita, KS 67226
316-630-8100

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL MEN BY THESE PRESENTS that **Potato Creek, L.L.C.**, a Kansas limited liability company ("**Assignor**"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby unconditionally sell, assign, transfer and convey unto **NEOK Energy, L.P.**, an Oklahoma limited partnership ("**Assignee**"), all of Assignor's right, title, and interest in and to any and all oil and gas leases on land located in the West Half of the Northeast Quarter and the North Half of the Northwest Quarter of Section 6, Township 35 South, Range 20 East of the Sixth P.M., Labette County, Kansas, including, without limitation, the following described oil and gas leases:

✓ Oil Lease (Kansas-Paid Up) dated July 1, 2019, by and between Assignor, as lessee, and Herschel L. Eck and Jeanne M. Eck, husband and wife, as lessors, covering the West Half of the Northeast Quarter of Section 6, Township 35 South, Range 20 East of the Sixth P.M., Labette County, Kansas, and recorded on August 12, 2016, at Book 55, Page 130 of the records of the Labette County Register of Deeds;

✓ Oil And Gas Lease (Paid-Up) dated January 16, 2016, by and between Assignor, as lessee, and Ryan Mills and Rebecca Mills, as lessors, covering the North Half of the Northwest Quarter of Section 6, Township 35 South, Range 20 East of the Sixth P.M., Labette County, Kansas, and recorded on February 1, 2016, at Book 55, Page 2 of the records of the Labette County Register of Deeds; which lease was ratified by instrument dated August 27, 2019, and recorded on September 4, 2019, at Book 55, Page 131, of the records of the Labette County Register of Deeds; and which lease was further ratified by instrument dated 9/13, 2019, executed by the Ryan P. Mills and Rebecca R. Mills Revocable Trust dated November 19, 2008, which ratification was recorded on X, 2019, at Book 55, Page 134 of the records of the Labette County Register of Deeds;

together with all Assignor's rights in those wells identified on Exhibit "A" (collectively, the "Leases") and all of the rights incident thereto and all of the personal property and fixtures located thereon, appurtenant thereto, or used or obtained in connection therewith (the "Personal Property").

Daryl R. Brown and **Daniel Brown** (each a "Member" and collectively, the "Members"), and Assignor hereby jointly and severally represent and warrant to Assignee that (i) Assignor has not previously sold, assigned and/or transferred any of its rights in the Leases or the Personal Property to any person or entity, that Assignor's rights in the Leases are not subject to any right or option of any other person to acquire Assignor's interest, and that Assignor is free to make this assignment without violation any other agreement or obligation binding on Assignor; (ii) to Assignor's knowledge, Assignor is not currently in default in the performance of its obligations under the referenced Leases; (iii) the Leases and Personal Property transferred by Assignor herein are free and clear of any mortgage, security interest, lien or encumbrance; (iv) the Leases are subject to a one-eighth landowner royalty and are not subject to any overriding royalty interest or other burden existing prior to the date hereof; (v) to Assignor's knowledge, Assignor has complied with all applicable laws and regulations in owning and operating the Leases; (vi) there is no agreement between the Assignor and any surface owner of the lands subject to the Leases, or between the Assignor and any owner of the minerals subject to the Leases, that is not of record; (vii) there is no unpaid expense incurred in connection with the operation of the Leases prior to the Effective Date which could become a lien on the interests or property transferred herein or which could otherwise become the obligation of Assignee to pay; and (viii) Assignor is a Kansas limited liability company managed by its members, and the undersigned Members constitute the only members of the Assignor. Assignor's and each Member's representations and warranties made herein specifically survive the delivery and recording of this Assignment.

Except as expressly set out herein, the Assignment is made without warranty.

Notwithstanding the foregoing, however, Assignor is not assigning those three well bores described on Exhibit "B" attached hereto and incorporated by reference herein, and any equipment located on those three well sites, because those three wells permit the landowners to use gas for their residential purposes and Assignor does not own and has not operated those wells.

This instrument is to be effective as of 20th of September, 2019 (the "Effective Date").

This instrument is governed by the laws of the State of Kansas without regard to conflicts of laws principles.

The remainder of this page is intentionally left blank.

Signatures appear on the following pages.

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Oil and Gas Leases this 20th day of sept, 2019.

Assignor:

POTATO CREEK, L.L.C.

By: D.R.B.
Daryl R. Brown, Member

D.R.B.
Daryl R. Brown in his personal capacity

STATE OF oklahoma)
~~KANSAS~~)ss:
COUNTY OF nowata)

BE IT REMEMBERED, that on this 20th day of sept, 2019, before me a Notary Public in and for the County and State aforesaid, personally appeared Daryl R. Brown, in his personal capacity and as a member of Potato Creek, L.L.C, a Kansas limited liability company, personally known to me to be such person and the same person who executed, both in his personal capacity and as a member of such limited liability company, the above and foregoing instrument in writing, personally and on behalf of said limited liability company and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company and his personal act and deed.

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

[Signature]
NOTARY PUBLIC

My Appointment Expires: 5/19/20



IN WITNESS WHEREOF, the Assignor has executed this Assignment of Oil and Gas Leases this 20th day of Sept, 2019.

Assignor:

POTATO CREEK, L.L.C.

By: [Signature]
Daniel Brown, Member

[Signature]
Daniel Brown in his personal capacity

Oklahoma
STATE OF ~~KANSAS~~)
)ss:
COUNTY OF nowata)

BE IT REMEMBERED, that on this 20th day of Sept, 2019, before me a Notary Public in and for the County and State aforesaid, personally appeared Daniel Brown, in his personal capacity and as a member of Potato Creek, L.L.C, a Kansas limited liability company, personally known to me to be such person and the same person who executed, both in his personal capacity and as a member of such limited liability company, the above and foregoing instrument in writing, personally and on behalf of said limited liability company and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company and his personal act and deed.

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

[Signature]
NOTARY PUBLIC

My Appointment Expires: 5/19/20



OIL AND GAS LEASE

THIS AGREEMENT, entered into this 16 day of January, 2016 by and between Rebecca Mills, and Ryan Mills, 8804 NE 99th Street Kansas City, MO 64157, hereafter called Lessor, and Potato Creek, LLC, a Kansas limited liability company, 800 4000 Road, Edna, Kansas 67342, hereinafter called Lessee, does witness:

1. That Lessor, for and in consideration of Ten Dollars, in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, hereby grants, leases, and lets unto the Lessee for the purpose of investigating, exploring, prospecting, drilling, mining and operating for and producing oil and gas and their respective constituent products; injecting gas, waters, other fluids, and air into subsurface strata; laying pipe lines, storing oil, building tanks, power stations, roadways, and other structures and things thereon to produce, save, take care of, treat, process, store, transport and market said oil and gas and their respective constituent products, the following described land together with any reversionary rights and after-acquired interests therein, situated in the County of Labette, State of Kansas, described as follows, to-wit:

North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section Six (6), Township Thirty-five (35) South, Range Twenty (20) East, and containing Eighty (80) Acres, more or less, all in Labette County, State of Kansas.

2. This lease shall remain in force for a term of one year from this date and as long thereafter as Lessor receives the Minimum Annual Royalty described in Section 4 of this lease.
3. Lessor shall receive a royalty of one-eighth (1/8) of all oil and gas and their respective constituent products produced from said land, free of all expenses relating to the developing, producing, operating, treating, dehydrating, gathering, compressing, or marketing of said oil and gas.
4. Minimum Annual Royalty. During each calendar year beginning with the calendar year 2016, Lessee shall pay to Lessor minimum royalties in an amount of One Thousand Five Hundred (\$1,500) Dollars. The Minimum Royalty may be paid in monthly royalty payments calculated under the other sections of this lease or by supplemental cash royalty payments made at any time during the applicable calendar year or a combination of both. If Lessee fails to pay Lessor the minimum royalty on or before the last day of each calendar year, then this lease shall automatically terminate with minimum royalty still being due for the previous year.
5. If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein then the royalties herein provided for shall be paid the said Lessor only in the proportion which its interest bears to the whole and undivided fee. However, such royalties shall be increased at the next succeeding lease anniversary after any reversion occurs to cover the interest so acquired.
6. The Lessor shall have the right to use, free of cost, gas from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making its own connections with the well, the use of such gas to be at the Lessor's sole risk and expense.
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 the wells of the Lessor.
8. When requested by Lessor, the Lessee shall bury its pipe lines below plow depth.
9. No well shall be drilled nearer than 200 feet to any structure on said premises without written consent of the Lessor.
10. Lessee shall pay for damage caused by its operations to growing crops on said land.
11. 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 by lessee, including the right to draw and remove all casing.
12. 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 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 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 to the full interest claimed, and all

STATE OF KANSAS)
) SS:
COUNTY OF LABETTE)

BE IT REMEMBERED that on this 8 day of July, 2011, before me, a Notary Public in and for the County and State aforesaid, came Marilyn J. Eck, Trustee of The Donald I. Eck Trust, u/t/a June 1, 1995, and The Marilyn June Eck Trust, u/t/a June 1, 1995, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same to be her free act and deed.

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

Sandra Hanigan
Notary Public

My Appointment Expires:
3-1-2015



RATIFICATION OF OIL AND GAS LEASE

Date Recorded: 9/4/2019 10:15:15 AM

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, for and in consideration of One Dollar (\$1.00) to us in hand paid, the receipt whereof is hereby acknowledged, do hereby ratify, approve and confirm that certain oil and gas lease dated January 16, 2016, executed by Rebecca Mills and Ryan Mills as Lessors to Potato Creek, LLC, a Kansas limited liability company, as Lessee, covering the North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section Six (6), Township Thirty-Five (35) South, Range Twenty (20) East, Labette County, State of Kansas, and recorded on February 1, 2016, in Book 55 of Oil and Gas, at Page 2, of the records of said County.

Dated this 27th day of August 2019.

Rebecca Mills
Rebecca Mills
Ryan Mills

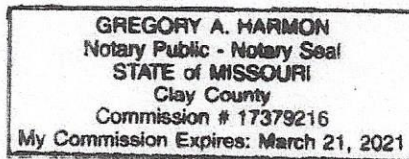
STATE OF KANSAS)
COUNTY OF Clay) SS:

BE IT REMEMBERED that on this 27 day of August, 2019, before me, a Notary Public in and for the County and State aforesaid, came Rebecca Mills who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same to be her free act and deed.

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

Gregory A Harmon
Notary Public

My Appointment Expires: 3-21-2021



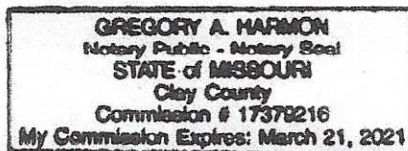
STATE OF KANSAS)
COUNTY OF Clay) SS:

BE IT REMEMBERED that on this 27 day of August, 2019, before me, a Notary Public in and for the County and State aforesaid, came Ryan Mills who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same to be his free act and deed.

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

Gregory A Harmon
Notary Public

My Appointment Expires: 3-21-2021



COPY

NV

Julie Becker, Labette County Register of Deeds

Book: 00055 Page: 134

Total Fees: \$21.00

RATIFICATION OF OIL AND GAS LEASE

Record #: 43540
Pages Recorded: 1

KNOW ALL MEN BY THESE PRESENTS:

Date Recorded: 10/9/2019 1:46:24 PM

That the undersigned, for and in consideration of One Dollar (\$1.00) to us in hand paid, the receipt whereof is hereby acknowledged, do hereby ratify, approve and confirm that certain oil and gas lease dated January 16, 2016, executed by Rebecca Mills and Ryan Mills as Lessors to Potato Creek, LLC, a Kansas limited liability company, as Lessee, covering the North Half (N 1/2) of the Northwest Quarter (NW 1/4) of Section Six (6), Township Thirty-Five (35) South, Range Twenty (20) East, Labette County, State of Kansas, and recorded on February 1, 2016, in Book 55 of Oil and Gas, at Page 2, of the records of said County.

Dated this 13 day of September, 2019.

Ryan P. Mills and Rebecca R. Mills Revocable Trust of November 19, 2008:

By: Ryan P. Mills
Ryan P. Mills, Trustee

By: Rebecca R. Mills
Rebecca R. Mills, Trustee

STATE OF ^{Missouri} ~~KANSAS~~)
) SS:
COUNTY OF Clay)

COPY

BE IT REMEMBERED that on this 13 day of September, 2019, before me, a Notary Public in and for the County and State aforesaid, came Ryan P. Mills who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same to be his free act and deed.

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

Gregory A. Harmon
Notary Public

My Appointment Expires: 3-21-21

GREGORY A. HARMON
Notary Public - Notary Seal
STATE of MISSOURI
Clay County
Commission # 17379216
My Commission Expires: March 21, 2021

STATE OF ^{Missouri} ~~KANSAS~~)
) SS:
COUNTY OF Clay)

BE IT REMEMBERED that on this 13 day of September, 2019, before me, a Notary Public in and for the County and State aforesaid, came Rebecca R. Mills who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same to be her free act and deed.

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

Gregory A. Harmon
Notary Public

My Appointment Expires: 3-21-21

GREGORY A. HARMON
Notary Public - Notary Seal
STATE of MISSOURI
Clay County
Commission # 17379216
My Commission Expires: March 21, 2021

Owner of Leases

NEOK Energy LP.

Kansas Secretary of State Lic# 4373023

Operator of Leases

Cherokee Gas Holdings LLC

Kansas Secretary of State Lic# 8596405

KCC Operator # 35444