KOLAR Document ID: 1515368

# 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:  | ttea with this form.   |  |  |  |  |
|--|--|--|--|--|--|
| Oil Lease: No. of Oil Wells**  | Effective Date of Transfer:  KS Dept of Revenue Lease No.:                 |  |  |  |  |
| Gas Lease: No. of Gas Wells**  |  |  |  |  |  |
| Gas Gathering System:  | Lease Name:  |  |  |  |  |
| Saltwater Disposal Well - Permit No.:  |  |  |  |  |  |
| Spot Location: feet from N / S Line  | SecTwp R EW Legal Description of Lease:                                    |  |  |  |  |
| feet from E / W Line   |  |  |  |  |  |
| Enhanced Recovery Project Permit No.:  |  |  |  |  |  |
| Entire Project: Yes No   | County:  |  |  |  |  |
| Number of Injection Wells **   | Production Zone(s):  |  |  |  |  |
| Field Name:  |  |  |  |  |  |
| ** Side Two Must Be Completed.   | Injection Zone(s):   |  |  |  |  |
| Surface Pit Permit No.:  | feet from N / S Line of Section  |  |  |  |  |
| (API No. if Drill Pit, WO or Haul)   | 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:   |  |  |  |  |
| Table operator o Hamo a Address.   |  |  |  |  |  |
|  | Date:  |  |  |  |  |
| Title:   | Signature:   |  |  |  |  |
| New Operator's License No.   | Contact Person:  |  |  |  |  |
| New Operator's Name & Address:   | Phone:   |  |  |  |  |
| The special of the second seco |  |  |  |  |  |
|  | 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   | is acknowledged as   |  |  |  |  |
| the new operator and may continue to inject fluids as authorized by  | the new operator of the above named lease containing the surface pit       |  |  |  |  |
| Permit No.: Recommended action:  |  |  |  |  |  |
| . neconinencea action.   | permitted by No.:  |  |  |  |  |
| Data   | Data   |  |  |  |  |
| Date: Authorized Signature   | Date:  |  |  |  |  |
| DISTRICT EPR   | PRODUCTION UIC   |  |  |  |  |
|  |  |  |  |  |  |

KOLAR Document ID: 1515368

#### Side Two

#### Must Be Filed For All Wells

| * Lease Name: |                              |   | * Location:              |                                   |                                      |
|---------------|------------------------------|---|--------------------------|-----------------------------------|--------------------------------------|
| Well No.      | API No.<br>(YR DRLD/PRE '67) | Footage from Section Line (i.e. FSL = Feet from South Line) |                          | Type of Well<br>(Oil/Gas/INJ/WSW) | Well Status<br>(PROD/TA'D/Abandoned) |
|               |                              | Circle<br>FSL/FNL   | <i>Circle</i><br>FEL/FWL |                                   |                                      |
|               | · -                          | FSL/FNL   | FEL/FWL                  |                                   |                                      |
|               |                              | FSL/FNL   | FEL/FWL                  |                                   |                                      |
|               |                              | FSL/FNL   | FEL/FWL                  |                                   |                                      |
|               |                              | FSL/FNL   | FEL/FWL                  |                                   |                                      |
|               |                              | FSL/FNL   | FEL/FWL                  |                                   |                                      |
|               |                              | FSL/FNL   | FEL/FWL                  |                                   |                                      |
|               |                              | FSL/FNL   | FEL/FWL                  |                                   |                                      |
|               |                              | FSL/FNL   | FEL/FWL                  |                                   |                                      |
|               |                              | FSL/FNL   | FEL/FWL                  |                                   |                                      |
|               |                              | FSL/FNL   | FEL/FWL                  |                                   |                                      |
|               |                              | FSL/FNL   | FEL/FWL                  |                                   |                                      |
|               |                              | FSL/FNL   | FEL/FWL                  |                                   |                                      |
|               |                              | FSL/FNL   | FEL/FWL                  |                                   |                                      |
|               |                              | FSL/FNL   | FEL/FWL                  |                                   |                                      |
|               |                              | FSL/FNL   | FEL/FWL                  |                                   |                                      |
|               |                              | FSL/FNL   | FEL/FWL                  |                                   |                                      |
|               |                              |   |                          |                                   |                                      |
|               |                              |   |                          |                                   |                                      |
|               |                              |   |                          |                                   |                                      |
|               |                              |   |                          |                                   |                                      |
|               |                              |   |                          |                                   |                                      |
|               |                              |   |                          |                                   |                                      |
|               |                              |   |                          |                                   |                                      |
|               |                              | I JL/FINL   | LL/  VVL                 |                                   |                                      |

A separate sheet may be attached if necessary

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

KOLAR Document ID: 1515368

# 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) CI  | B-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)  |  |  |  |
|---|---|--|--|--|
| OPERATOR: License #   | Well Location:  |  |  |  |
| Name:   | SecTwpS. R 🗌 East 🗌 West  |  |  |  |
| Address 1:  | County:   |  |  |  |
| Address 2:  | Lease Name: Well #:   |  |  |  |
| City: State: Zip: +   | If filing a Form T-1 for multiple wells on a lease, enter the legal description of  |  |  |  |
| Contact Person:   | the lease helow:  |  |  |  |
| Phone: ( ) Fax: ( )   |   |  |  |  |
| Email Address:  |   |  |  |  |
| Surface Owner Information:  |   |  |  |  |
| Name:   |   |  |  |  |
| Address 1:  | sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the   |  |  |  |
| Address 2:  | county, and in the real estate property tax records of the county treasurer.  |  |  |  |
| City: State: Zip:+  | _   |  |  |  |
| are preliminary non-binding estimates. The locations may be entered.  Select one of the following:  I certify that, pursuant to the Kansas Surface Owner Notion owner(s) of the land upon which the subject well is or will | tank batteries, pipelines, and electrical lines. The locations shown on the plated on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.  The locations shown on the plated on the Form C-1 plat, or a separate plat may be submitted.  The locations shown on the plated on the Form C-1 plat, or a separate plat may be submitted.  The locations shown on the plated on the Form C-1 plat, or a separate plat may be submitted.  The locations shown on the plated on the Form C-1 plat, or a separate plat may be submitted. |  |  |  |
| CP-1 that I am filing in connection with this form; 2) if the form; and 3) my operator name, address, phone number, for   | orm being filed is a Form C-1 or Form CB-1, the plat(s) required by this ax, and email address.   |  |  |  |
| KCC will be required to send this information to the surface  | ). I acknowledge that, because I have not provided this information, the se owner(s). To mitigate the additional cost of the KCC performing this dress of the surface owner by filling out the top section of this form and the KCC, which is enclosed with this form.  |  |  |  |
| If choosing the second option, submit payment of the \$30.00 hand form and the associated Form C-1, Form CB-1, Form T-1, or Form  | dling fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.   |  |  |  |
| I hereby certify that the statements made herein are true and corre   | ect to the best of my knowledge and belief.   |  |  |  |
| Date: Signature of Operator or Agent:   | Title:  |  |  |  |

STATE OF KANSAS }
Chautauqua County } ss \$259.00
This instrument was filed for record this 5 day of May,

2020 at 1:50 o'clock PM and duly recorded in book 186 of records on page 459

REGISTER OF DEEDS

ASSIGNMENT

STATE OF OKLAHOMA

s s

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TULSA

§

THAT, subject to the terms, reservations and conditions hereinafter set forth, **SM OIL AND GAS, INC.**, an Oklahoma corporation and **ATLANTIS OIL & GAS, LLC**, an Oklahoma limited liability company (hereinafter referred collectively as "Assignor"), for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY and ASSIGN unto LITTLE CHIEF ENERGY CORPORATION, an Oklahoma corporation, as operator and for the benefit of CEG Realty, LLC, a Kansas limited liability company ("Assignee"), whose address is P.O. Box 1355, Bartlesville, Oklahoma 74005, all of Assignor's right, title and interest in and to the following (hereinafter referred to as the "Interests"):

- (a) The undivided working interests ("WI") and associated net revenue interest ("N.R.I.") described in Exhibit "A" hereto, in and to the entire estates created by the leases, licenses, permits and other agreements described in Exhibit "A" (the "Leases") insofar as the Leases cover and relate to the lands described in Exhibit "A" (the "Lands"), together with (i) all rights, privileges, benefits and powers conferred upon the holder of the Leases with respect to the use and occupation of the surface of the Lands that may be necessary, convenient or incidental to the possession and enjoyment of the Leases, (ii) all rights in respect of any pooled or unitized acreage located in whole or in part within the Lands by virtue of the Leases, including rights to production from the pool or unit allocated to any Lease being a part thereof, regardless of whether such production is from the Lands, (iii) all rights, options, titles and interests of Assignor granting Assignor the right to obtain, or otherwise earn interests within the Lands no matter how earned, and (iv) all tenements, hereditaments and appurtenances belonging to any of the foregoing;
- (b) Identical undivided working interests in and to all of the oil and gas wells, saltwater disposal wells and injection wells (the "Wells") and all of the personal property, fixtures and improvements now or as of the Effective Time (as defined below) on the Lands, appurtenant thereto or used in connection therewith or with the production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto and all other appurtenances thereunto belonging;
- (c) The contracts and contractual rights, obligations and interests, including all farmout agreements, farming agreements, drilling contracts, operating agreements, sales contracts, saltwater disposal agreements, division orders and transfer orders and other contracts or agreements covering or affecting any or all of the Leases and/or Lands; and
- (d) The easements, licenses, authorizations, permits and similar rights and interests applicable to the ownership or operation of the Wells.

This instrument is made expressly pursuant to that certain Purchase and Sale Agreement dated effective May 1, 2020, by and between Assignor and Assignee (the "Purchase and Sale Agreement"), the terms and provisions of which are incorporated herein by reference, which terms and provisions specifically include the Assignee's assumption of Assignor's plugging and abandonment obligations with respect to the Wells. Notwithstanding the incorporation of the terms and provisions of the Purchase and Sale Agreement, no present or future interest in the Interests, Leases, Lands, wells or equipment is reserved, retained or excepted in favor of the Assignor, the entire estate therein to vest in the Assignee.

TO HAVE AND TO HOLD the Interests described, together with all the rights and appurtenances lawfully accompanying it, by the Assignee and the Assignee's successors and assigns forever. Assignor binds itself and successors and assigns to warrant and forever defend the Interests against every person lawfully claiming or to claim all or any part of the Interests by, through, or under the Assignor but not otherwise.

This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and all terms, provisions and reservations contained in this Assignment shall be deemed as covenants running with the land.

EXECUTED this 1st day of May, 2020, and EFFECTIVE as of 12:01 o'clock a.m., on May 1, 2020 (the "Effective Time").

SM Oil & Gas, Inc.

By: Stanley J. Miller, II, President

Atlantis Oil & Gas, LLC

Curtis J. Biram, Managing Member

STATE OF OKLAHOMA

SS:

COUNTY OF TULSA

This instrument was signed and acknowledged before me on this 1st day of May, 2020, by Stanley J. Miller, II, President of SM Oil & Gas, Inc.

NOTARY PUBLIC

| STATE | OF | OVI | ALT        | AMA   |
|-------|----|-----|------------|-------|
| SIAIR | UP | UNL | $\alpha$ n | CIVIC |

SS:

COUNTY OF TULSA

This instrument was signed and acknowledged before me on this 1st day of May, 2020, by Curtis J. Biram, Managing Member of Atlantis Oil & Gas, LLC.

My Appointment Expres:

No. 15005497

My Appointment Expres:

N AND

FOR

OF OKLAMINI

NOTARY PUBLIC

# SM Oil & Gas, Inc – Little Chief Exhibit "A"

The Leases, Lands and Interests

# Chautauqua County Leases:

## KS 101. Webb Lease

## 101.1

LESSOR: Carmalete Waldo Webb

LESSEE: C. W. Staats and Edna M. Staats

DATE: September 5, 1957

RECORDED: Book 23 of Leases, Page 178

PROPERTY: NW/4 NE/4 of Section 28-T33S-R10E, Chautauqua County, Kansas

WI ASSIGNED: 100%

NRI ASSIGNED: .87500000

#### 101.2

LESSOR: Carmalete Waldo Webb and Harry C. Webb

LESSEE: A. R. Call and C. A. Graham

DATE: March 29, 1954

RECORDED: Book 16 of Leases, Page 571

PROPERTY: W/2 SW/4 of Section 21 and W/2 NW/4 of Section 28, all in T33S-R10E,

Chautauqua County, Kansas

WI ASSIGNED: 100%

NRI ASSIGNED: .87500000

#### 101.3

LESSOR: Carmalete Waldo Webb

LESSEE: Earl Saxon

DATE: July 29, 1955

RECORDED: Book 16 of Leases, Page 579

PROPERTY: E/2 SW/4 of Section 21 and E/2 NW/4 of Section 28, all in T33S-R10E,

Chautauqua County, Kansas

WI ASSIGNED: 100%

# KS 102. McCall Lease (Justin)

LESSOR:

Floyd McCall and Ethel McCall

LESSEE:

W. H. Burden

DATE:

June 18, 1952

RECORDED:

Book 13 of Leases, Page 136

PROPERTY:

N/2 SW/4 Section 17-T33S-R10E of the 6<sup>th</sup> P.M., Chautauqua County, Kansas,

containing 80 acres more or less.

WI ASSIGNED:

100%

NRI ASSIGNED:

.86132800

# KS 103. Goode A Lease

LESSOR: Claudie Goode and Hazel Goode

LESSEE: W. H. Burden

DATE: February 5, 1952

RECORDED: Book 13 of Leases, Page 137

PROPERTY:

S/2 NW/4, Section 17-T33S-R10E of the 6<sup>th</sup> P.M., Chautauqua County, Kansas

containing 80 acres.

WI ASSIGNED:

100%

NRI ASSIGNED:

.86132800

# KS 104. Goode B Lease

LESSOR:

Billy M. Goode and Lauren N. Goode, husband and wife

LESSEE:

SM Oil & Gas, Inc.

DATE:

September 29, 2016

RECORDED:

Book 177 of Records, Page 223

PROPERTY:

SE/4, Section 17-T33S-R10E, Chautauqua County, Kansas, less and except Commencing at the SW/Corner of the SE/4, Section 17, thence East 458 feet,

thence North 120 feet, thence West 458 feet, thence South 120 feet to POB.

WI ASSIGNED:

100%

NRI ASSIGNED:

.8125

# KS 105. Keith Lease

LESSOR:

Carolee Keith and Kenneth Keith

LESSEE:

Deering J. Marshall

DATE:

November 10, 1954

RECORDED:

Book 19, Page 311

PROPERTY:

SE/4, Section 20-T33\$-R10E, Chautauqua County, Kansas

containing 160 acres

WI ASSIGNED:

100%

NRI ASSIGNED:

.82031250

## KS 106. J. A. Smith Lease

LESSOR:

J. A. Smith and Arah M. Smith

LESSEE:

B. W. Taggart

DATE:

June 25, 1952

RECORDED:

Book 16 of Leases, Page 124

PROPERTY:

S/2 SW/4 Section 17 and NW/4 NW/4 Section 20-T33S-R10E of the 6<sup>th</sup> P.M.

Chautauqua County, Kansas, containing 120 acres, more or less.

WI ASSIGNED:

100%

NRI ASSIGNED:

.87500000

## KS 107. W. W. Smith Lease

LESSOR:

W. W. Smith

LESSEE:

Roscoe Mendenhall

DATE:

October 28, 1953

RECORDED:

Book 16 of Leases, Page 382

PROPERTY:

E/2 NW/4, SW/4 NW/4, N/2 SW/4 Section 20-T33S-R10E of the  $6^{th}$  P.M.

containing 200 acres, Chautauqua County, Kansas.

WI ASSIGNED:

100%

NRI ASSIGNED: .87500000

# KS 108. Call Lease (Fossil)

LESSOR: Call Land/Oil, LLC

LESSEE: SM Oil & Gas, Inc.

DATE: February 8, 2018

RECORDED: Book 181 of Records, Page 654

PROPERTY: S/2 SW/4 of Section 20 and NE/4 of Section 29 all in T33S-R10E, Chautauqua

County, Kansas

WI ASSIGNED: 100%

NRI ASSIGNED: .87500000

## KS 109. Lampson Lease

LESSOR: B and M Lampson Family Trust

LESSEE: J. Fred Hambright, Inc.

DATE: October 28, 2010

RECORDED: Book 151, Page 676

PROPERTY: All of Section 23-T32S-Range 9E, Chautauqua County, Kansas

WI ASSIGNED: 100%

#### KS 110. Trust Lease

LESSOR: S. Miller Family Trust

LESSEE: SM Oil & Gas, Inc.

DATE: April 1, 2017

RECORDED: Book 179, Page 540

PROPERTY: N/2 NW/4 of Section 17-T33S-R10E, Chautauqua County, Kansas

WI ASSIGNED: 100% NRI ASSIGNED: .7500

## KS 111. Haden Ranch Lease

LESSOR: Joel M. Haden Individually and as Attorney-In-Fact for Dorothy A. Haden

LESSEE: J. Fred Hambright, Inc.

DATE: October 19, 2010

RECORDED: Book 153 of Records, Page 747

PROPERTY: S/2 Section 6-T-33S-R9E, Chautauqua County, Kansas

WI ASSIGNED: 100% NRI ASSIGNED: .80000

# KS 112. Underwood Lease (Moore)

LESSOR: Donald W. and Brenda D. Underwood

LESSEE: Nemaha Oil & Gas, LLC

DATE: June 5, 2012

RECORDED: Book 160 of Records, Page 310

PROPERTY: S/2 NE/4; S/2 Less NW/4 NW/4 SW/4 Section 8-T33S-R10E, containing 390

Acres, more or less, Chautauqua County, Kansas

WI ASSIGNED: 100% NRI ASSIGNED: .8750000

## KS 113. Wells Lease

LESSOR: Frances J. Wells and Ivan L. Wells

LESSEE: J. Fred Hambright, Inc.

DATE: September 29, 2010

RECORDED: Book 151 of Records, Page 148

PROPERTY: NE/4 Section 18-T33S-R10E

WI ASSIGNED: 100%

# KS 114. Fulsom Series of Leases - Exhibit A & B

LESSOR: Paul J. Fulsom, Inc., et al

LESSEE: Peak Resources, LLC

DATE: October 14, 2010

RECORDED: Book 150, Page 750

PROPERTY: 8059.7 acres described in Exhibit A to Correction of Lease Description

Dated December 6, 2010, copy attached hereto

WI ASSIGNED: 100%

NRI ASSIGNED: Subject to Subsequent ORRI

# KS 115. Fulsom (McCall) Lease

LESSOR: Paul J. Fulsom, Inc., et al

LESSEE: Peak Resources, LLC

DATE: October 14, 2010

RECORDED: Book 150, Page 750

PROPERTY: All of Section 16-T33S-R10E, minus N/2 of the NW/4, Chautauqua County, KS

WI ASSIGNED: 100%

NRI ASSIGNED: .87500000

# KS 116. Fulsom A Lease

LESSOR: Paul J. Fulsom, Inc.

LESSEE: Edward L. Broyles

DATE: March 1, 1983

RECORDED: Book 55 of Leases, Page 131

PROPERTY: S/2 of Section 9 and the S/2 of the N/2 of Section 9, all in T33S-R10E,

Chautaugua County, Kansas

WI ASSIGNED: 100%

NRI ASSIGNED: .7812500

# KS 117. Fulsom B (Eggen) Lease

LESSOR: Fulsom Family, LLC

LESSEE: McCann Drilling, Inc.

DATE: October 25, 2014

RECORDED: Book 171 of Records, Page 107

PROPERTY: NE/4 of Section 17-T33S-R10E, Chautauqua County, Kansas

WI ASSIGNED: 100%

NRI ASSIGNED: .8437500\* (\*See Below)

#### KS 118. Fulsom C Lease

LESSOR: Fulsom Family, LLC LESSEE: McCann Drilling, Inc. DATE: October 25, 2014

RECORDED: Book 171 of Records, Page 111

PROPERTY: N/2 of the NW/4 of Section 16-T33S-R10E, Chautauqua County, Kansas

WI ASSIGNED: 100%

NRI ASSIGNED: .8437500\* (\*See Below)

\*Fulsom B and Fulsom C subject to Addendum to Oil and Gas Leases granting authority for unitization, and providing for an additional 1/16 ORRI in the event of unitization.

# KS 119. Fulsom Ranch West Lease

LESSOR: Paul J. Fulsom Inc., et al

LESSEE: Peak Resources, LLC

DATE: October 14, 2010

RECORDED: Book 150, Page 750

PROPERTY: All of Section 7-T33S-R9E, less and except the west 61.29 acres of the NW/4,

Chautauqua County, Kansas

WI ASSIGNED: 100%

NRI ASSIGNED: .80054184

## McPherson County Leases:

## KS 120. Kaegi A Lease

LESSOR: David Kaegi

DATE: February 22, 1927 RECORDED: Book O, Page 39

PROPERTY: E/2 NE/4 of Section 20-T19S-R1W, containing 80 acres more or less

WI ASSIGNED: 100% NRI ASSIGNED: .7500000

## KS 121. Kaegi B Lease

LESSOR: David Kaegi, et al

DATE: February 22, 1927 RECORDED: Book O, Page 39

PROPERTY: W/2 NE/4 of Section 20-T19S-R1W, containing 80 acres more or less

WI ASSIGNED: 100% NRI ASSIGNED: .8750000

#### KS 122. Shaw Lease

LESSOR: Laura D. Shaw DATE: June 11, 1926

RECORDED: Book L, Page 228

PROPERTY: SW/4 of Section 21-T19S-R1W

WI ASSIGNED: 100% NRI ASSIGNED: .8125000

#### KS 123. Wiles A Lease

LESSOR: August Anderson, et al

DATE: February 16, 1926

RECORDED: Book K, Page 441

PROPERTY: NE/4 of Section 25-T19S-R2W

WI ASSIGNED: 100% NRI ASSIGNED: .8750000

## 123.1 - Wiles B Lease

LESSOR: George A. Lewis DATE: March 2, 1926

RECORDED: Book 28 Page 423

#### 123.2 - Wiles C Lease

LESSOR: Anne M. Wiles, et vir DATE: February 15, 1926

RECORDED: Book | Page 383

## 123.3 - Wiles Yard

Consists of approximately 6.5 acres with several buildings \*All collectively known as the Wiles Lease

# KS 124. Coons EOR

LESSOR: Mattie E. Coons, et al

DATE: July 19, 1928

RECORDED: Book S of Records, Page 201

PROPERTY: E/2 SW/4 WI ASSIGNED: 100%

NRI ASSIGNED: N/A

(Standby saltwater disposal well for Kaegi A & B, Shaw, Wiles & McGill leases. Yearly \$1,000 ownership fee required.)

# KS 125. Decker SWD

LESSOR:

DATE:

RECORDED:

PROPERTY: W/2 SW/4

WI ASSIGNED: 100%

NRI ASSIGNED: N/A

(Main saltwater disposal for Kaegi A & B, Shaw, Wiles & McGill leases. Yearly \$1,950

ownership fee required.)

# Reno County Lease:

# KS 126. Welch B Lease

LESSOR: G. H. Welch, et al

LESSOR: Courtney B. Davis

DATE: July 27, 1928

RECORDED: Book 13, Page 52

PROPERTY: NE/4 SE/4 & W/2 SE/4 of Section 4-T24S-R4W Reno County, Kansas

WI ASSIGNED: 100%

CORRECTION OF LEASE DESCRIPTION

STATE OF KANSAS }
Chautauqua County } ss \$20.00\* This instrument was filed for record this 8 day of Dec. 2010 at 7:55 o'clock AM and duly recorded in book 152 of records on page 189

( Becom

KNOW ALL MEN BY THESE PRESENTS, THAT:

ALL MEN BY THESE PRESENTS, THAT:

REGISTER OF DEEDS

MUCH Red Tree of DEEDS

WHEREAS, Peak Resources, L.L.C., hereinafter referred to as "Lessee", is the present owner of all rights, title and interest under that certain Oil and Gas Lease dated October, 14, 2010, by and between Paul J. Fulsom, Inc., Paul J. Fulsom, individually, Fulsom Family, LLC, the Frankie I. Fulsom Revocable Trust dated 9/20/88, Frankie I. Fulsom, Trustee, Paul J. and Frankie Fulsom, Paul J. Fulsom Trust dated 9/20/88, Paul J. Fulsom, Trustee, as Lessor, and Peak Resources, L.L.C., as Lessee, and recorded in Book 150 , at Page 750 , Chautauqua County, Kansas and in Book <u>863</u> Page <u>240</u>, Cowley County, Kansas, covering certain land situated in said Counties and State, as more particularly described in said Lease, reference to said lease and to the record thereof being made for all purposes;

AND WHEREAS, it is the desire of both Lessor and Lessee to reform said Lease so as to amend the description of the land intended to be included in said Lease;

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (whether one or more), as Lessor, hereby agrees with Lessee that said Lease shall be, and the same is hereby reformed and amended so that the land covered and to be covered thereby is described in Exhibit "A", attached hereto and made a part hereof for all purposes, it being the intent and purpose of the Lessor to include in such Lease all of the lands owned by said Lessor within or which adjoin the lands described in said Exhibit "A".

Lessor hereby in all things adopts, ratifies and confirms said Lease as the same is hereby amended, and hereby grants, demises, leases and lets all of the acreage described in Exhibit "A" and referred to unto Lessee subject to and under the terms and provisions of said Lease; and does further covenant and agree that said lease shall be held to cover all of the right, title and interest of the Lessor in and to said lands with the same force and effect as if the Lessor had joined in the execution thereof and that said Lease is expressly affirmed, ratified and declared to be effective and binding for all purposes as

The provisions hereof shall extend to and be binding upon the heirs, successors, legal representatives, and assigns of the parties hereto.

December day of EXECUTED this\_

LESSOR:

Party inother recorded in Eat 1600 Rest of Lace recorded in Eat 162.

of relation PS 129. Filed Nov 7, 2012 Brewals PS 183. Filed Nov 19, 2012.

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Part of lease Ascendadion BLIVI Brocords Po Tol "Ailed 10, -29-12 Jana Chasan 100 Dy Maled Bedingway.

FULSOM FAMILY, LLC

PAUL J. FULSOM, INC.

By: Paul J. Fulsom
Paul J. Fulsom

Paul J. Fulson, Individually and as Trustee of Paul J. Fulsom Trust dated 9/20/88, aka as the Paul J. Fulsom Living Trust dated 9/20/88

Frankie I. Fulsom, individually and as Trustee of the Frankie I. Fulsom Revocable Trust dated 9/20/88, aka the Frankie I. Fulsom Living Trust

I ESSEE

PEAK RESOURCES, L.L.C.

John W. Campbell

346. Fled 610B, Boxton of rec General Bossen RODA, records. Molmgtuni Ha 1486d Mulso Lawar Chassan Res by

miledy hadrigung Deputy

160 Brecordo PJ 722 9,160 Aug 1,2017

Rochification recorded

3.

#### EXHIBIT "A"

## Attached to and made a part of Correction of Lease Description

dated <u>December 6</u>, 2010, by and between
Fulsom Family, L.L.C., Paul J. Fulsom, Inc., Paul J. Fulsom, individually and as Trustee of the Paul J.
Fulsom Trust dated 9/20/88, aka the Paul J. Fulsom Living Trust dated 9/20/88, Frankie I. Fulsom, individually and as Trustee of the Frankie I. Fulsom Revocable Trust dated 9/20/88, aka the Frankie I.
Fulsom Living Trust dated 9/20/88, as Lessor, and Peak Resources, L.L.C., as Lessee

- The NE/4 of the NE/4 of Section 23, Township 33 South, Range 8 East
- 2. The E/2 of Section 14, Township 33 South, Range 8 East
- 3. The N/2 and SW/4 of Section 13, Township 33 South, Range 8 East
- 4. The E/2 of the SW/4 of Section 12, Township 33 South, Range 8 East
- 5. The SE/4 Section 11, Township 33 South, Range 8 East
- 6. The SW/4 of Section 4, Township 33 South, Range 8 East
- The SE/4 and Lot 19 and Lot 34 of Section 6, Township 33 South, Range 8 East
- 8. The N/2 of the NE/4 and Lot 1 of Section 7, Township 33 South, Range 8 East
- 9. The NWI4 of the NWI4 of Section 9, Township 33 South, Range 8 East
- 10. The NE/4 and the north 1,690.4 feet of the NW/4 of Section 18, Township 33 South, Range 9 East
- 11. The SE/4 of Section 12, Township 33 South, Range 8 East
- 12. All of Section 24, Township 33 South, Range 9 East
- 13. The N/2 of Section 25, Township 33 South, Range 9 East
- 14. The SW/4 and all that part of the N/2 of the SE/4 lying west of Middle Caney River of Section 10, Township 33 South, Range 10 East, containing 199.5 acres, more or less
- 15. All of Section 15, Township 33 South, Range 10 East
- 16. All of Section 16, Township 33 South, Range 10 East, less and except the N/2 of the NW/4
- 17. The N/2 of the N/2 of Section 25, Township 33 South, Range 8 East
- 18. The N/2 of the NW/4, the SW/4, the S/2 of the NE/4, the N/2 of the SE/4, the S/2 of the NW/4, except that part lying north and west of the center line of the Big Caney River, the excepted tract containing 11 acres, more or less, all in Section 24, Township 33 South, Range 8 East
- 19. The NE/4 of Section 26, Township 33 South, Range 8 East
- 20. The S/2 of Section 26, Township 32 South, Range 8 East
- 21. The SW/4 and the S/2 of the NW/4 of Section 3, Township 34 South, Range 8 East
- 22. The south 50 acres of the W/2 of the NW/4 and a tract of land 80 rods long, east and west, by 40 rods wide, north and south, off the north end of the W/2 of the NW/4, lying and situated immediately south of and adjoining the right of way of the Missouri-Pacific Railway and containing 20 acres, more or less, all in Section 14, Township 34 South, Range 8 East
- 23. The SW/4 of Section 5, Township 34 South, Range 9 East
- 24. The S/2 of Section 32, Township 33 South, Range 9 East
- 25. The NW/4 of Section 5, Township 34 South, Range 9 East
- 26. Lot 1 and the SE/4 of the NE/4, the NE/4 of the SE/4, and the S/2 of the S/2, all in Section 5, Township 33 South, Range 8 East
- 27. The E/2, Lot 3, the NE/4 of the SW/4, and the E/2 of the NW/4, all in Section 18, Township 31 South, Range 6 East
- 28. The NE/4 of Section 33, Township 33 South, Range 8 East
- 29. All of Section 7, Township 33 South, Range 9 East, less and except the west 61.29 acres of the NW/4
- 30. The S/2 of the SE/4 of Section 10, Township 33 South, Range 10 East Containing 8,059.7 acres more or less.

CORRECTION OF LEASE DESCRIPTION

STATE OF KANSAS } Chautauqua County } ss \$20.00

This instrument was filed for record this 8 day of <u>Dec.</u> 2010 at 9:55 o'clock AM and duly recorded in book 152 of records on page 189

KNOW ALL MEN BY THESE PRESENTS, THAT:

grands pg 83. Tiled Nov. 19, zar Loade recorded in Box 1607

Partitionation Meandalin Bak 162 of relacts pg 129. Liled Nov 7, 202 Jana (Bascon 1800 by Melod Bashin.

Rest of Lease Ascordadion Bliller Braconde 19 78 "Ailed 10, -39-73 Jana Chason 100 Dy Maled Golingway.

WHEREAS, Peak Resources, L.L.C., hereinafter referred to as "Lessee", is the present owner of all rights, title and interest under that certain Oil and Gas Lease dated October, 14, 2010, by and between Paul J. Fulsom, Inc., Paul J. Fulsom, individually, Fulsom Family, LLC, the Frankie I. Fulsom Revocable Trust dated 9/20/88, Frankie I. Fulsom, Trustee, Paul J. and Frankie Fulsom, Paul J. Fulsom Trust dated 9/20/88, Paul J. Fulsom, Trustee, as Lessor, and Peak Resources, L.L.C., as Lessee, and recorded in Book 150 , at Page 750 , Chautauqua County, Kansas and in Book 863 , Page 240 , Cowley County, Kansas, covering certain land situated in said Counties and State, as more particularly described in said Lease, reference to said lease and to the record thereof being made for all purposes;

AND WHEREAS, it is the desire of both Lessor and Lessee to reform sald Lease so as to amend the description of the land intended to be included in said Lease:

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (whether one or more), as Lessor, hereby agrees with Lessee that said Lease shall be, and the same is hereby reformed and amended so that the land covered and to be covered thereby is described in Exhibit "A", attached hereto and made a part hereof for all purposes, it being the intent and purpose of the Lessor to include in such Lease all of the lands owned by said Lessor within or which adjoin the lands described in said Exhibit "A".

Lessor hereby in all things adopts, ratifies and confirms said Lease as the same is hereby amended, and hereby grants, demises, leases and lets all of the acreage described in Exhibit "A" and referred to unto Lessee subject to and under the terms and provisions of said Lease; and does further covenant and agree that said lease shall be held to cover all of the right, title and interest of the Lessor in and to said lands with the same force and effect as if the Lessor had joined in the execution thereof and that said Lease is expressly affirmed, ratified and declared to be effective and binding for all purposes as of the date hereof.

The provisions hereof shall extend to and be binding upon the heirs, successors, legal representatives, and assigns of the parties hereto.

day of

Verember

LESSOR: FULSOM FAMILY, LLC PAUL J. FULSOM, INC.

Faul J. Fulsom, Individually and as Trustee of Paul J. Fulsom Trust dated 9/20/88, aka as the Paul J. Fulsom Living Trust dated 9/20/88

EXECUTED this

Frankie I. Fulsom, individually and as Trustee of the Frankie I. Fulsom Revocable Trust dated 9/20/88, aka the Frankie I. Fulsom Living Trust dated 9/20/88

LESSEE:

PEAK RESOURCES, L.L.C.

John W. Campbell

346. 71 led Jus Lance Beesen RODA, Miles Bollow grand Mollog of an Hard 35, 160 Bream 1800 by melody Rodinging 722 giled Aug 1, 2012 ( Deputy

#### EXHIBIT "A"

## Attached to and made a part of Correction of Lease Description

dated December 6, 2010, by and between

Fulsom Family, L.L.C., Paul J. Fulsom, Inc., Paul J. Fulsom, individually and as Trustee of the Paul J. Fulsom Trust dated 9/20/88, aka the Paul J. Fulsom Living Trust dated 9/20/88, Frankie I. Fulsom, individually and as Trustee of the Frankie I. Fulsom Revocable Trust dated 9/20/88, aka the Frankie I. Fulsom Living Trust dated 9/20/88, as Lessor, and Peak Resources, L.L.C., as Lessee

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- 2. The E/2 of Section 14, Township 33 South, Range 8 East
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  - 6. The SW/4 of Section 4, Township 33 South, Range 8 East
  - 7. The SE/4 and Lot 19 and Lot 34 of Section 6, Township 33 South, Range 8 East
  - 8. The N/2 of the NE/4 and Lot 1 of Section 7, Township 33 South, Range 8 East
  - 9. The NW/4 of the NW/4 of Section 9, Township 33 South, Range 8 East
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- 18. The N/2 of the NW/4, the SW/4, the S/2 of the NE/4, the N/2 of the SE/4, the S/2 of the NW/4, except that part lying north and west of the center line of the Big Caney River, the excepted tract containing 11 acres, more or less, all in Section 24, Township 33 South, Range 8 East
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