

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: _____

AGREEMENT LETTER

This agreement is made by and between Brinker Enterprises, LLC., and Jared Stice.

The undersigned are parties to an Oil and Gas Lease dated May 28, 2009, between Jared Stice, a single man, as Lessor, and Brinker Enterprises, LLC., as Lessee, recorded in book 401, page 488-490, Rooks County, Kansas, and covering said property, to-wit:

The Northeast Quarter (NE/4) of Section 12, Township 7,
Range 20, Rooks County, Kansas

Said Oil and Gas Lease has a rider attached which states in paragraph #7: "If this lease is extended past the primary term by production, then Lessee's failure to produce and sell oil for a six month period shall be considered termination of production and this lease. Upon the termination of production on the lease, all equipment shall be removed within six months and all sites shall be restored to their original condition."

Due to economic crisis paragraph #7 of the rider attached to the lease shall be modified to change said lease terms from a six-month time period to a nine-month time period as pertains to paragraph 7 of the rider. All other terms of the lease are affirmed and this agreement is signed by the parties only to modify paragraph #7 of the rider.

Dated this 31 of ~~May~~^{MAY}, 2020.



Jared Stice

Brinker Enterprises, LLC.

By:  AGENT, MGR.
Lee Brinker, Manager

63U (Rev. 1993)

OIL AND GAS LEASE

Reorder No.
09-115
 P.O. Box 793
 Wichita KS, 67201-0793
 1-800-4KSBLLJE
 1-316-264-8344 Wichita
 1-316-264-5165 fax
 www.kbp.com • kbp@kbp.com

 AGREEMENT, Made and entered into the 28 day of May, 2009
 by and between Jared Stice, a single person

 whose mailing address is 670 J. Road, Stockton, KS 67669 hereinafter called Lessor (whether one or more),
 and Brinker Enterprises, LLC

hereinafter called Lessee:

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

The Northeast Quarter (NE/4)

 In Section 12 Township 7 Range 20 and containing 160 acres, more or less, and all accretions thereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SEE RIDER ATTACHED

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

Jared Stice

RIDER

Attached to and made a part of that certain Oil and Gas Lease dated May 28, 2009, by and between Jared Stice, a single person as Lessor, to Brinker Enterprises, LLC, as Lessee, covering the following land in Rooks County, Kansas:

The Northeast Quarter (NE/4) of Section 12,
Township 7, Range 20,

In the event of conflict between the Lease provisions and the provisions provided in this Rider, the provisions of the Rider shall be binding.

1. Lessee shall consult Lessor as to location of lease roads, tank batteries, utility poles, and other production facilities. Lessee shall maintain all lease roads in good condition and keep all potholes filled, and Lessee shall keep all lease roads, tank batteries and other facilities maintained and free of weed growth.
2. It is agreed by Lessor and Lessee that settlement of location damages for any drill site or tank battery location shall be based on \$1,000.00 minimum payment per location unless actual damages incurred are larger per location.
3. All pipelines or electric lines shall be buried below 36".
4. When preparing development locations the topsoil shall be segregated to be replaced on the surface upon completion of drilling activities. Any terraces driven over or altered for drilling or tank locations shall be restored to original height.
5. The drilling site shall be returned to its original surface topography.
6. A sufficient dike shall be placed around tank batteries. Also all tank batteries and pumping units shall be fenced to restrain cattle in pastures or on ground that Lessor grazes cattle on milo stalks or wheat.
7. If this lease is extended past the primary term by production, then Lessee's failure to produce and sell oil for a six month period shall be considered termination of production and this lease. Upon the termination of production on the lease, all equipment shall be removed within six months and all sites shall be restored to their original condition.
8. Lessee shall not have the right to dispose of off-lease water or inject off-lease water for secondary recovery purposes on this property without the written consent of Lessor.
9. In the event that a part of the base lease should be included in a unit producing oil and/or gas, it is understood and agreed that the unit will become a separate lease and that production on the unitized acreage will not hold the base oil and gas lease beyond the primary term without production on the non-unitized area.

Jared Stice

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Brinker Production, LLC, and in addition all of the undersigned working interest owners, as Assignors, for and in consideration of One Dollar, the receipt whereof is hereby acknowledged and the mutual promises set forth herein, does hereby sell, assign, transfer and set over to Advanced Lease Service, LLC, all of assignors interest in and to the working interest in the following Oil and Gas Lease; to-wit:

Oil and Gas Lease dated May 28, 2009, recorded in book 401, page 488-490 of the records of Rooks County, Kansas, from Jared Stice, a single person to Brinker Enterprises, LLC covering the NE/4 of Section 12, Township 7, Range 20, Rooks County, Kansas.

This assignment shall be subject to the outstanding overriding royalty interests as appear of record, if any. This assignment shall be effective as of April 1st, 2020, at 7:00 a.m., and shall apply to any oil runs after said date.

And for the same consideration the Assignor covenants with the Assignee, its successors and assigns, that the Assignor is the lawful owner of and has good title to the interests above assigned in and to said leases, estates, rights and property, valid and subsisting leases on the land above described, and all rentals and royalties due thereunder have been paid and all conditions necessary to keep the same in full force have been fully performed, and that the Assignor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim to the same.

IN WITNESS WHEREOF, this instrument is executed as of the 1st day of April, 2020.

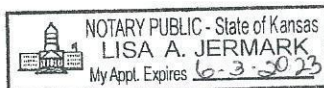
Brinker Production, LLC

By: Lee Brinker, MGR-AGENT
Lee Brinker, Manager

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Mitchell) ss:

The foregoing instrument was acknowledged before me this 18th day of June, 2020, Lee Brinker, Manager.



Lisa A. Jermark
Notary Public

Dennis W. Shoemaker And Glenda L Shoemaker JTWROS

By: Dennis W. Shoemaker
Dennis W. Shoemaker

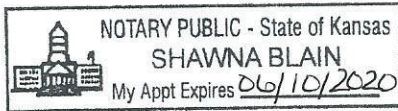
By: Glenda L Shoemaker
Glenda L Shoemaker

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Jewell) ss:

The foregoing instrument was acknowledged before me this 30th day of March, 2020, by Dennis W. Shoemaker and Glenda L. Shoemaker.

Shawna Blain
Notary Public



William Hayes and Caroline Hayes JTWROS

By: [Signature]
William Hayes

By: [Signature]
Caroline Hayes

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Sedgwick) ss:

The foregoing instrument was acknowledged before me this 2nd day of April, 2020, by William Hayes and Caroline Hayes

[Signature]
Notary Public



Kent B Trust

By: Kent B Hake
Kent B Hake, Trustee

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Mitchell) ss:

The foregoing instrument was acknowledged before me this 13th day of May, 2020, by Kent B Hake, as Trustee of the Kent B Trust



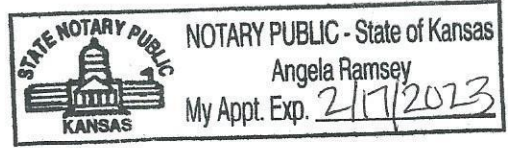
Lisa A Jermark
Notary Public

Dennis Linden

By: *Dennis Linden*
Dennis Linden

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF McPherson ss:



The foregoing instrument was acknowledged before me this 26 day of March, 2020, by Dennis Linden.

Angela Ramsey
Notary Public

Dennis Lutgen

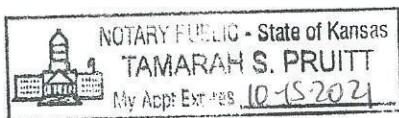
By: *Dennis Lutgen*
Dennis Lutgen

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Mitchell) ss:

The foregoing instrument was acknowledged before me this 26th day of March, 2020, by Dennis Lutgen.

Tamara S. Pruitt
Notary Public



Dennis R. Pahls

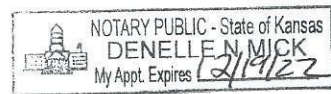
By: Dennis R. Pahls
Dennis R Pahls

ACKNOWLEDGMENT

STATE OF KANSAS
COUNTY OF Mitchell) ss:

The foregoing instrument was acknowledged before me this 6th day of April, 2020, by Dennis R. Pahls.

Denelle N Mick
Notary Public



Sheldon Remus

By: Sheldon Remus
Sheldon Remus

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Mitchell) ss:

The foregoing instrument was acknowledged before me this 10th day of April, 2020, by Sheldon Remus Sheldon Remus.

Karen Brinker
Notary Public



Charles W Remus

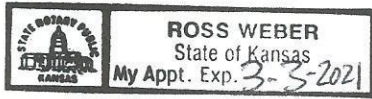
By: Charles W Remus
Charles W Remus

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Mitchell) ss:

The foregoing instrument was acknowledged before me this 26th day of March, 2020, by Charles W Remus, Charles W Remus.

Ross Weber
Notary Public



Jenny Gadzia Revocable Trust

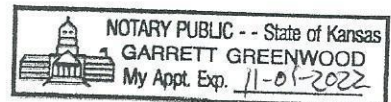
By: Jenny H Gadzia
Jenny Gadzia, Trustee

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Douglas) ss:

The foregoing instrument was acknowledged before me this 27th day of March, 2020, by Jenny Gadzia, Trustee of the Jenny Gadzia Revocable Trust.


Notary Public



Kimberly Brinker

By: Kimberly Brinker
Kimberly Brinker

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Mitchell) ss:

The foregoing instrument was acknowledged before me this 7th day of May, 2020, by Kimberly Brinker.



Lisa A. Jermark
Notary Public

Mountain View LLC

By: 
Dennis Lutgen, Agent

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF Mitchell) ss:

The foregoing instrument was acknowledged before me this 30th day of March, 2020, by Dennis Lutgen, as Agent of Mountain View, LLC on Behalf of said LLC..


Notary Public

