

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 CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of May 2020, by and between Patrick Development Corporation, hereinafter referred to as "Seller", and Victor O. Hood, hereinafter referred to as "Buyer", WITNESSETH:

For the consideration hereinafter stated, Seller agrees to sell and Buyer agrees to buy oil and gas leases covering the following described real property:

**The West Half (W/2) of the Northwest Quarter (NW/4) of Section Twenty-three (23), Township Twenty-six (26) South, Range Eighteen (18) East of the Sixth P.M., Allen County, Kansas, commonly known as the "Henrichs" lease;**

**AND**

**The West Half (W/2) of the Southeast Quarter (SE/4) of Section Twenty-three (23), Township Twenty-six (26) South, Range Eighteen (18) East of the Sixth P.M., Allen County, Kansas, commonly known as the "Leitzbach D" lease;**

**AND**

**The East Half (E/2) of the Southeast Quarter (SE/4) of Section Twenty-three (23), Township Twenty-six (26) South, Range Eighteen (18) East of the Sixth P.M., Allen County, Kansas, commonly known as the "Pugh-Hammann" lease.**

The full purchase price to be paid by Buyers to Seller for the above described property is the sum of \$35,000.00, to be paid at the time of execution of this Agreement.

In consideration for the above the parties agree as follows:

1. Patrick Development Corporation is the current holder of the working interest in the "Leitzbach D", the "Henrichs", and "Pugh-Hammann" leases described above.
2. Buyer and Seller agree that the effective transfer date to occur on or before May 15, 2020 whereas Seller agrees to relinquish the above-mentioned property, and Buyer agrees to assume the interest in the above-mentioned property on said date. Buyer further agrees to place all utilities regarding the above-mentioned

- property in his name by May 15, 2020.
3. Seller includes all personal property currently on the above-mentioned leases in this Agreement, including but not limited to, tank batteries, jacks, lines, hoses, and any other personal property associated with said leases located on the real property used in the production of oil and gas.
  4. The Closing Date will be the date of execution of this Agreement. On the Closing Date, the parties will jointly measure any oil in tanks on the leases and when oil is next sold after the Closing Date the amount allocated to Seller and the landowners shall be divided at that time.
  5. During the period of Seller's ownership of the herein mentioned property, Seller has caused to be timely filed all material Tax returns relating to the real and personal property. Seller has not received written notice of any pending claim against Seller from any applicable taxing authority for assessment of taxes with respect to the property mentioned herein.
  6. Seller warrants that there is no litigation or Claims that have been filed by any person or entity or by any administrative agency or governmental authority in any legal, administrative, or arbitration proceeding or, to Seller's knowledge, threatened against Seller or the property herein that would impede the Seller's ability to consummate the transaction or would have a material and adverse effect on the property herein.
  7. Buyer has taken all necessary action to authorize the execution, delivery and performance of this Agreement and has adequate power, authority and the legal right to enter into, execute, deliver and perform the transaction contemplated by this Agreement; this Agreement is legal, valid and binding with respect to the obligations of Buyer and is enforceable in accordance with its terms.
  8. Buyer warrants that there is no claim by any person or entity or by any administrative agency or governmental authority and no legal, administrative, or arbitration proceeding pending or, to Buyer's knowledge, threatened against Buyer or any affiliate of Buyer that is reasonably likely to have a material and adverse effect on the property herein.
  9. Buyer acknowledges that he is an experienced and knowledgeable investor. Buyer represents, warrants, and acknowledges to Seller that it has had full access to the property, books, records, and files of the Seller relating to the property herein. Buyer shall conduct his own independent due diligence and investigation of the property herein and rely on his own expertise and his own legal, tax, operations, and other professional counsel and advisors concerning this transaction.
  10. Buyer agrees to assume and comply with, from and after the date of this assignment, all lease terms, conditions, and the express and implied covenants created by the lease. Buyer agrees to indemnify Seller against any liability, claim, demand, damage, or cost arising out of Buyer's failure to comply with the lease

as required by the foregoing.

11. Seller agrees to indemnify Buyer against any liability, claim, demand, damage, or cost arising out of a failure to comply with lease terms, conditions, and the express and implied covenants created by the lease, prior to the date of this assignment.
12. Buyer assumes full responsibility and liability for plugging and abandonment obligations as related to the real property herein.
13. Should either party be required to pursue legal action, the prevailing party of that action shall be entitled to all collection costs and reasonable attorney's fees.
14. Buyer shall obtain and execute all requirements under Kansas law including, but not limited to, filing T-1 Request for Change of Operators and obtaining a Kansas Oil Producer's License through the KCC.
15. Each party shall pay its own fees and costs associated with the preparation of the contract and related documents. Buyer will pay the mortgage registration tax and recording fee.
16. This agreement and the terms contained herein shall be governed by Kansas law.
17. This agreement may not be amended nor any rights hereunder waived except by an instrument in writing, signed by the party to be charged with such amendment or waiver, and delivered by such party to the party claiming the benefit of such amendment or waiver.
18. Seller represents and warrants to Buyer that, as of the date of this Agreement and as of the Closing Date:
  - i. Seller has no material debt, liability, obligation or commitment, absolute or contingent, that relates to the Lease and Lease property, except for ordinary operating and contractual responsibilities and liabilities, and the responsibilities and liabilities set forth in the Leases.
  - ii. There are no material contracts related to operation of the Leases and Lease property except for ordinary service and supply agreements that are subject to termination on 60 days' notice or less.
  - iii. Seller has made or has caused to be made proper and timely payments of all royalties, bonus payments, option payments, rentals and deposits due under the lease, and there has been no notice of default associated with the lease or notice of forfeiture or demand that the lease be released.
  - iv. Seller has disclosed to Buyer all known abandoned and unplugged wells on the lease, and is not aware of any enforcement actions, plugging orders or requirements mandated by the Kansas Corporation Commission related to the lease or lease property.

- v. Seller is the owner of all the disclosed working interest in the leases, and has good merchantable title to the lease and lease property free and clear of all liens and encumbrances

19. This contract and agreement shall be binding upon the parties' heirs, assigns and devisees.

WITNESS OUR HANDS the day and year first above written.

"SELLER"

---

Kerry Patrick, as:  
President of Patrick Development Corporation;  
President of Humboldt Properties #1; and  
Individually

"BUYER"

---

Victor O. Hood



**ASSIGNMENT OF OIL AND GAS LEASE**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT THE** undersigned, Kerry Patrick, both individually and doing business as, Patrick Development Corporation, and Humboldt Properties #1 (hereinafter referred to as “Assignor”), for and in consideration of One Dollar (\$1.00), does hereby sell, assign, transfer and set over unto Victor O. Hood, (hereinafter referred to “Assignee”), all of its working interest and overriding royalty interest to the oil and gas lease by Mathilde A. O’Leary, et al., dated October 1, 1936, filed at the office of the Register of Deeds of Allen County, Kansas, in Book M-41 at Page 421 insofar as said lease covers the following described land in Allen County, State of Kansas:

**The West Half (W/2) of the Northwest Quarter (NW/4) of Section 23, Township 26 South, Range 18, East of the 6<sup>th</sup> P.M., Allen County, Kansas, commonly known as the “Henrichs” lease;**

subject to an overriding royalty interest filed in the office of the Register of Deeds of Allen County, Kansas, in Book M-104 at Pages 181 and 415 described as follows: 1/16 overriding royalty interest of the 7/8 working interest to Victor Leis.

**AND FOR** the same consideration, Assignor covenants with Assignee, its heirs, successors or assigns: that Assignor is the lawful owner of and has good title in the lease and working interest above stated in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; that said lease is a valid and subsisting lease 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 duly performed; and that Grantor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same.

**EXECUTED** this \_\_\_\_ day of May 2020.

\_\_\_\_\_  
Kerry Patrick, President  
Patrick Development Corporation

\_\_\_\_\_  
Kerry Patrick, President  
Humboldt Properties #1

\_\_\_\_\_  
Kerry Patrick, individually



STATE OF KANSAS, COUNTY OF \_\_\_\_\_, ss:

**BEFORE ME**, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_ day of May 2020, personally appeared Kerry Patrick, President of Patrick Development Corporation and Humboldt Properties #1, to me 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 the uses and purposes therein set forth.

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

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

**ASSIGNMENT OF OIL AND GAS LEASE**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT THE** undersigned, Kerry Patrick, both individually and doing business as Patrick Development Corporation, as well as Humboldt Properties #1 (hereinafter referred to as "Assignor"), for and in consideration of One Dollar (\$1.00), does hereby sell, assign, transfer and set over unto Victor O. Hood, (hereinafter referred to "Assignee"), all of its working interest and overriding royalty interest to the oil and gas lease by E.B. Matlock, et al., to Curtis, McCall and Fisher, dated February 20, 1912, filed at the office of the Register of Deeds of Allen County, Kansas, in Book M-23 at Page 498 insofar as said lease covers the following described land in Allen County, State of Kansas:

**The West Half (W/2) of the Southeast Quarter (SE/4) of Section 23, Township 26 South, Range 18, East of the 6<sup>th</sup> P.M., Allen County, Kansas, commonly known as the "Leitzbach D" lease;**

subject to an overriding royalty interest filed in the office of the Register of Deeds of Allen County, Kansas, at Page 2011-0951, described as follows: one-third (1/3) of five percent (5%) overriding royalty interest of the 0.85833 working interest split evenly between Joe Ed Canon, Michael Jackson Canon, Christopher James Canon, Timothy Raymond Canon, Dorothy Reese, Mark Leaverton, Anne Canon, Gerald Canon, Stephen Canon, Carol Canon, and Barbara Davis.

**AND FOR** the same consideration, Assignor covenants with Assignee, its heirs, successors or assigns: that Assignor is the lawful owner of and has good title in the lease and working interest above stated in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; that said lease is a valid and subsisting lease 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 duly performed; and that Grantor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same.

**EXECUTED** this \_\_\_\_ day of May 2020.

\_\_\_\_\_  
Kerry Patrick, President  
Patrick Development Corporation

\_\_\_\_\_  
Kerry Patrick, individually

\_\_\_\_\_  
Kerry Patrick, President  
Humboldt Properties #1

STATE OF KANSAS, COUNTY OF \_\_\_\_\_, ss:

**BEFORE ME**, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_ day of May 2020, personally appeared Kerry Patrick, President of Patrick Development Corporation, to me 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 the uses and purposes therein set forth.

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

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

**ASSIGNMENT OF OIL AND GAS LEASE**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT THE** undersigned, Kerry Patrick, both individually and doing business as Patrick Development Corporation, as well as Humboldt Properties #1 (hereinafter referred to as "Assignor"), for and in consideration of One Dollar (\$1.00), does hereby sell, assign, transfer and set over unto Victor O. Hood, (hereinafter referred to "Assignee"), all of its working interest and overriding royalty interest to the oil and gas lease by Grace M. Pugh and C.J. Pugh, wife and husband, to Frank C. Miller, dated January 13, 1913, filed at the office of the Register of Deeds of Allen County, Kansas, in Book M-22 at Page 373 insofar as said lease covers the following described land in Allen County, State of Kansas:

**The East Half (E/2) of the Southeast Quarter (SE/4) of Section 23,  
Township 26 South, Range 18, East of the 6<sup>th</sup> P.M., Allen County,  
Kansas, commonly known as the "Pugh-Hammann" lease;**

subject to an overriding royalty interest filed in the office of the Register of Deeds of Allen County, Kansas, at Page 2011-0951, described as follows: 3/64 overriding royalty interest of the 0.858333 working interest to Kerry Patrick, and one-third (1/3) of five percent (5%) overriding royalty interest of the 0.85833 working interest split evenly between Joe Ed Canon, Michael Jackson Canon, Christopher James Canon, Timothy Raymond Canon, Dorothy Reese, Mark Leaverton, Anne Canon, Gerald Canon, Stephen Canon, Carol Canon, and Barbara Davis.

**AND FOR** the same consideration, Assignor covenants with Assignee, its heirs, successors or assigns: that Assignor is the lawful owner of and has good title in the lease and working interest above stated in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; that said lease is a valid and subsisting lease 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 duly performed; and that Grantor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same.

**EXECUTED** this \_\_\_\_ day of May 2020.

\_\_\_\_\_  
Kerry Patrick, President  
Patrick Development Corporation

\_\_\_\_\_  
Kerry Patrick, individually

\_\_\_\_\_  
Kerry Patrick, President  
Humboldt Properties #1

STATE OF KANSAS, COUNTY OF \_\_\_\_\_, ss:

**BEFORE ME**, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_ day of May 2020, personally appeared Kerry Patrick, President of Patrick Development Corporation, to me 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 the uses and purposes therein set forth.

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

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

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

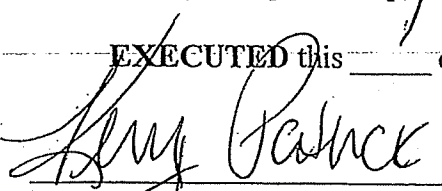
THAT THE undersigned, Kerry Patrick, both individually and doing business as Patrick Development Corporation, as well as Humboldt Properties #1 (hereinafter referred to as "Assignor"), for and in consideration of One Dollar (\$1.00), does hereby sell, assign, transfer and set over unto Victor O. Hood, (hereinafter referred to "Assignee"), all of its working interest and overriding royalty interest to the oil and gas lease by E.B. Matlock, et al., to Curtis, McCall and Fisher, dated February 20, 1912, filed at the office of the Register of Deeds of Allen County, Kansas, in Book M-23 at Page 498 insofar as said lease covers the following described land in Allen County, State of Kansas:

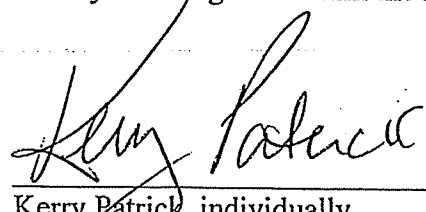
The West Half (W/2) of the Southeast Quarter (SE/4) of Section 23, Township 26 South, Range 18, East of the 6<sup>th</sup> P.M., Allen County, Kansas, commonly known as the "Leitzbach D" lease;

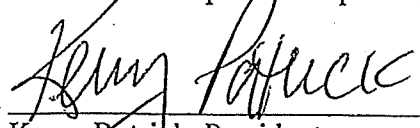
subject to an overriding royalty interest filed in the office of the Register of Deeds of Allen County, Kansas, at Page 2011-0951, described as follows: one-third (1/3) of five percent (5%) overriding royalty interest of the 0.85833 working interest split evenly between Joe Ed Canon, Michael Jackson Canon, Christopher James Canon, Timothy Raymond Canon, Dorothy Reese, Mark Leaverton, Anne Canon, Gerald Canon, Stephen Canon, Carol Canon, and Barbara Davis.

AND FOR the same consideration, Assignor covenants with Assignee, its heirs, successors or assigns: that Assignor is the lawful owner of and has good title in the lease and working interest above stated in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; that said lease is a valid and subsisting lease 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 duly performed; and that Grantor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same.

EXECUTED this \_\_\_\_\_ day of May 2020.

  
Kerry Patrick, President  
Patrick Development Corporation

  
Kerry Patrick, individually

  
Kerry Patrick, President  
Humboldt Properties #1

2020-0560 ✓

DATE RECORDED: 05/18/2020 11:13:00 AM

MTG INDEBT: 0.00 RECEIPT: 4002490

RECORDING FEE	30.00
TECHNOLOGY FEE	6.00
HERITAGE TRUST FEE	2.00



## VOLUNTARY RELEASE OF OIL AND GAS LEASE

STATE OF KANSAS  
COUNTY OF Allen } ss.


**KNOW ALL MEN BY THESE PRESENTS: THAT THE** undersigned, does hereby relinquish, surrender, forfeit, and forever quitclaim to the hereinafter name Lessor, their heirs, successors and Assigns, as their interest may appear, and all right, title and interest whatsoever presently owned by the undersigned in and to the land described herein below by virtue of the following described Oil and Gas Lease, to-wit:

The oil and gas lease filed at the office of the Register of Deeds of Allen County, Kansas, is recorded in Book M-23 at Page 498, in the Allen County, Kansas Register of Deeds.

In insofar as said lease covers the following- described land in Allen County, State of Kansas:

**The West Half (W/2) of the Southeast Quarter (SE/4) of Section 23, Township 26 South, Range 18, East of the 6<sup>th</sup> P.M., Allen County, Kansas, commonly known as the "Leitzbach D" lease;**

EXECUTED this 14<sup>th</sup> day of May 2020.

  
\_\_\_\_\_  
Victor O. Hood



STATE OF KANSAS, COUNTY OF Allen, ss:

14<sup>th</sup> BEFORE ME, the undersigned, a Notary Public, within and for said county and state, on this day of May 2020, personally appeared Victor O. Hood, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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



Emily R. Coleman  
Notary Public

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

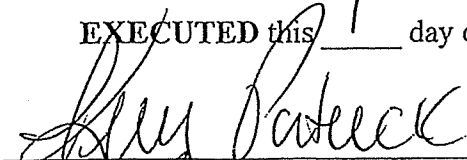
THAT THE undersigned, Kerry Patrick, both individually and doing business as Patrick Development Corporation, as well as Humboldt Properties #1 (hereinafter referred to as "Assignor"), for and in consideration of One Dollar (\$1.00), does hereby sell, assign, transfer and set over unto Victor O. Hood, (hereinafter referred to "Assignee"), all of its working interest and overriding royalty interest to the oil and gas lease by Grace M. Pugh and C.J. Pugh, wife and husband, to Frank C. Miller, dated January 13, 1913, filed at the office of the Register of Deeds of Allen County, Kansas, in Book M-22 at Page 373 insofar as said lease covers the following described land in Allen County, State of Kansas:

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Township 26 South, Range 18, East of the 6<sup>th</sup> P.M., Allen County,  
Kansas, commonly known as the "Pugh-Hammann" lease;

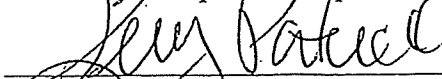
subject to an overriding royalty interest filed in the office of the Register of Deeds of Allen County, Kansas, at Page 2011-0951, described as follows: 3/64 overriding royalty interest of the 0.858333 working interest to Kerry Patrick, and one-third (1/3) of five percent (5%) overriding royalty interest of the 0.85833 working interest split evenly between Joe Ed Canon, Michael Jackson Canon, Christopher James Canon, Timothy Raymond Canon, Dorothy Reese, Mark Leaverton, Anne Canon, Gerald Canon, Stephen Canon, Carol Canon, and Barbara Davis.

AND FOR the same consideration, Assignor covenants with Assignee, its heirs, successors or assigns: that Assignor is the lawful owner of and has good title in the lease and working interest above stated in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; that said lease is a valid and subsisting lease 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 duly performed; and that Grantor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same.

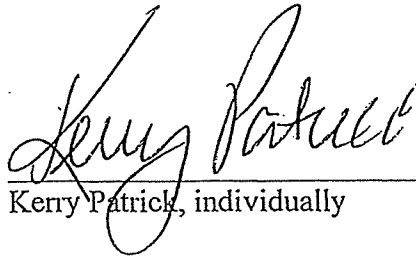
EXECUTED this 1 day of May 2020.



Kerry Patrick, President  
Patrick Development Corporation



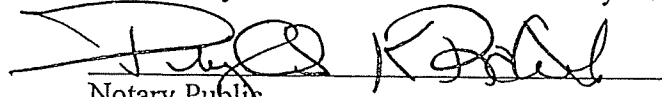
Kerry Patrick, President  
Humboldt Properties #1

  
Kerry Patrick, individually

STATE OF KANSAS, COUNTY OF Johnson, ss:

**BEFORE ME**, the undersigned, a Notary Public, within and for said county and state, on this 1 day of May 2020, personally appeared Kerry Patrick, President of Patrick Development Corporation, to me 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 the uses and purposes therein set forth.

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

  
Notary Public

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Phyllis K. Rachilla  
Notary Public  
State of Kansas  
My Commission Expires 10/05/2024

ORIGINAL COMPARED WITH RECORD

CARA BARKDOLL, REGISTER OF DEEDS  
ALLEN COUNTY, KS

2020-0559 ✓

DATE RECORDED: 05/18/2020 11:12:59 AM

MTG INDEBT: 0.00 RECEIPT: 4002490

RECORDING FEE	30.00
TECHNOLOGY FEE	6.00
HERITAGE TRUST FEE	2.00



**VOLUNTARY RELEASE OF OIL AND GAS LEASE**

STATE OF KANSAS  
COUNTY OF Allen } ss.

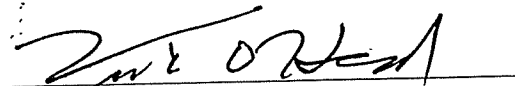
**KNOW ALL MEN BY THESE PRESENTS: THAT THE** undersigned, does hereby relinquish, surrender, forfeit, and forever quitclaim to the hereinafter name Lessor, their heirs, successors and Assigns, as their interest may appear, and all right, title and interest whatsoever presently owned by the undersigned in and to the land described herein below by virtue of the following described Oil and Gas Lease, to-wit:

The oil and gas lease filed at the office of the Register of Deeds of Allen County, Kansas, is recorded in Book M-22 at Page 373, in the Allen County, Kansas Register of Deeds.

In insofar as said lease covers the following- described land in Allen County, State of Kansas:

**The East Half (E/2) of the Southeast Quarter (SE/4) of Section 23,  
Township 26 South, Range 18, East of the 6<sup>th</sup> P.M., Allen County,  
Kansas, commonly known as the "Pugh-Hammann" lease;**

EXECUTED this 14<sup>th</sup> day of May 2020.

  
\_\_\_\_\_  
Victor O. Hood

STATE OF KANSAS, COUNTY OF Allen, ss:

14<sup>th</sup> BEFORE ME, the undersigned, a Notary Public, within and for said county and state, on this day of May 2020, personally appeared Victor O. Hood, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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



Emily R. Coleman  
Notary Public

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

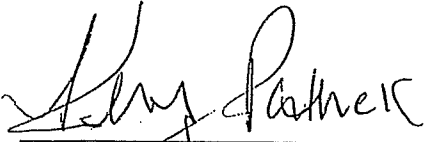
THAT THE undersigned, Kerry Patrick, both individually and doing business as, Patrick Development Corporation, and Humboldt Properties #1 (hereinafter referred to as "Assignor"), for and in consideration of One Dollar (\$1.00), does hereby sell, assign, transfer and set over unto Victor O. Hood, (hereinafter referred to "Assignee"), all of its working interest and overriding royalty interest to the oil and gas lease by Mathilde A. O'Leary, et al., dated October 1, 1936, filed at the office of the Register of Deeds of Allen County, Kansas, in Book M-41 at Page 421 insofar as said lease covers the following described land in Allen County, State of Kansas:


The West Half (W/2) of the Northwest Quarter (NW/4) of Section 23, Township 26 South, Range 18, East of the 6<sup>th</sup> P.M., Allen County, Kansas, commonly known as the "Henrichs" lease;

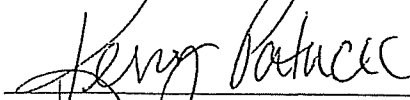
subject to an overriding royalty interest filed in the office of the Register of Deeds of Allen County, Kansas, in Book M-104 at Pages 181 and 415 described as follows: 1/16 overriding royalty interest of the 7/8 working interest to Victor Leis.

AND FOR the same consideration, Assignor covenants with Assignee, its heirs, successors or assigns: that Assignor is the lawful owner of and has good title in the lease and working interest above stated in and to said lease, estate, rights and property, free and clear from all liens, encumbrances or adverse claims; that said lease is a valid and subsisting lease 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 duly performed; and that Grantor will warrant and forever defend the same against all persons whomsoever, lawfully claiming or to claim the same.

EXECUTED this   1   day of May 2020.

  
Kerry Patrick, President  
Patrick Development Corporation

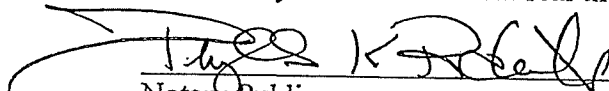
  
Kerry Patrick, President  
Humboldt Properties #1

  
Kerry Patrick, individually

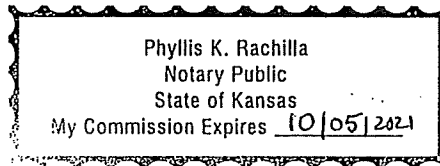
STATE OF KANSAS, COUNTY OF Johnson, ss:

1<sup>st</sup> BEFORE ME, the undersigned, a Notary Public, within and for said county and state, on this day of May 2020, personally appeared Kerry Patrick, President of Patrick Development Corporation and Humboldt Properties #1, to me 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 the uses and purposes therein set forth.

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

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

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## OIL AND GAS CONTRACT

THIS AGREEMENT, made and entered into this   1   day of May 2020, by and between Patrick Development Corporation, hereinafter referred to as "Seller", and Victor O. Hood, hereinafter referred to as "Buyer", WITNESSETH:

For the consideration hereinafter stated, Seller agrees to sell and Buyer agrees to buy oil and gas leases covering the following described real property:

**The West Half (W/2) of the Northwest Quarter (NW/4) of Section Twenty-three (23), Township Twenty-six (26) South, Range Eighteen (18) East of the Sixth P.M., Allen County, Kansas, commonly known as the "Henrichs" lease;**

**AND**

**The West Half (W/2) of the Southeast Quarter (SE/4) of Section Twenty-three (23), Township Twenty-six (26) South, Range Eighteen (18) East of the Sixth P.M., Allen County, Kansas, commonly known as the "Leitzbach D" lease;**

**AND**

**The East Half (E/2) of the Southeast Quarter (SE/4) of Section Twenty-three (23), Township Twenty-six (26) South, Range Eighteen (18) East of the Sixth P.M., Allen County, Kansas, commonly known as the "Pugh-Hammann" lease.**

The full purchase price to be paid by Buyers to Seller for the above described property is the sum of \$35,000.00, to be paid at the time of execution of this Agreement.

In consideration for the above the parties agree as follows:

1. Patrick Development Corporation is the current holder of the working interest in the "Leitzbach D", the "Henrichs", and "Pugh-Hammann" leases described above.
2. Buyer and Seller agree that the effective transfer date to occur on or before May 15, 2020 whereas Seller agrees to relinquish the above-mentioned property, and Buyer agrees to assume the interest in the above-mentioned property on said date. Buyer further agrees to place all utilities regarding the above-mentioned

- property in his name by May 15, 2020.
3. Seller includes all personal property currently on the above-mentioned leases in this Agreement, including but not limited to, tank batteries, jacks, lines, hoses, and any other personal property associated with said leases located on the real property used in the production of oil and gas.
  4. The Closing Date will be the date of execution of this Agreement. On the Closing Date, the parties will jointly measure any oil in tanks on the leases and when oil is next sold after the Closing Date the amount allocated to Seller and the landowners shall be divided at that time.
  5. During the period of Seller's ownership of the herein mentioned property, Seller has caused to be timely filed all material Tax returns relating to the real and personal property. Seller has not received written notice of any pending claim against Seller from any applicable taxing authority for assessment of taxes with respect to the property mentioned herein.
  6. Seller warrants that there is no litigation or Claims that have been filed by any person or entity or by any administrative agency or governmental authority in any legal, administrative, or arbitration proceeding or, to Seller's knowledge, threatened against Seller or the property herein that would impede the Seller's ability to consummate the transaction or would have a material and adverse effect on the property herein.
  7. Buyer has taken all necessary action to authorize the execution, delivery and performance of this Agreement and has adequate power, authority and the legal right to enter into, execute, deliver and perform the transaction contemplated by this Agreement; this Agreement is legal, valid and binding with respect to the obligations of Buyer and is enforceable in accordance with its terms.
  8. Buyer warrants that there is no claim by any person or entity or by any administrative agency or governmental authority and no legal, administrative, or arbitration proceeding pending or, to Buyer's knowledge, threatened against Buyer or any affiliate of Buyer that is reasonably likely to have a material and adverse effect on the property herein.
  9. Buyer acknowledges that he is an experienced and knowledgeable investor. Buyer represents, warrants, and acknowledges to Seller that it has had full access to the property, books, records, and files of the Seller relating to the property herein. Buyer shall conduct his own independent due diligence and investigation of the property herein and rely on his own expertise and his own legal, tax, operations, and other professional counsel and advisors concerning this transaction.
  10. Buyer agrees to assume and comply with, from and after the date of this assignment, all lease terms, conditions, and the express and implied covenants created by the lease. Buyer agrees to indemnify Seller against any liability, claim, demand, damage, or cost arising out of Buyer's failure to comply with the lease

as required by the foregoing.

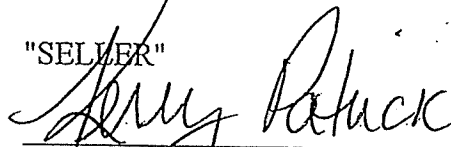
11. Seller agrees to indemnify Buyer against any liability, claim, demand, damage, or cost arising out of a failure to comply with lease terms, conditions, and the express and implied covenants created by the lease, prior to the date of this assignment.
12. Buyer assumes full responsibility and liability for plugging and abandonment obligations as related to the real property herein.
13. Should either party be required to pursue legal action, the prevailing party of that action shall be entitled to all collection costs and reasonable attorney's fees.
14. Buyer shall obtain and execute all requirements under Kansas law including, but not limited to, filing T-1 Request for Change of Operators and obtaining a Kansas Oil Producer's License through the KCC.
15. Each party shall pay its own fees and costs associated with the preparation of the contract and related documents. Buyer will pay the mortgage registration tax and recording fee.
16. This agreement and the terms contained herein shall be governed by Kansas law.
17. This agreement may not be amended nor any rights hereunder waived except by an instrument in writing, signed by the party to be charged with such amendment or waiver, and delivered by such party to the party claiming the benefit of such amendment or waiver.
18. Seller represents and warrants to Buyer that, as of the date of this Agreement and as of the Closing Date:
  - i. Seller has no material debt, liability, obligation or commitment, absolute or contingent, that relates to the Lease and Lease property, except for ordinary operating and contractual responsibilities and liabilities, and the responsibilities and liabilities set forth in the Leases.
  - ii. There are no material contracts related to operation of the Leases and Lease property except for ordinary service and supply agreements that are subject to termination on 60 days' notice or less.
  - iii. Seller has made or has caused to be made proper and timely payments of all royalties, bonus payments, option payments, rentals and deposits due under the lease, and there has been no notice of default associated with the lease or notice of forfeiture or demand that the lease be released.
  - iv. Seller has disclosed to Buyer all known abandoned and unplugged wells on the lease, and is not aware of any enforcement actions, plugging orders or requirements mandated by the Kansas Corporation Commission related to the lease or lease property.

- v. Seller is the owner of all the disclosed working interest in the leases, and has good merchantable title to the lease and lease property free and clear of all liens and encumbrances

19. This contract and agreement shall be binding upon the parties' heirs, assigns and devisees.

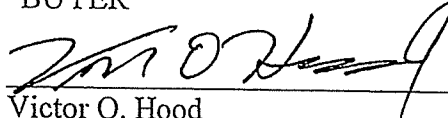
WITNESS OUR HANDS the day and year first above written.

"SELLER"



Kerry Patrick, as:  
President of Patrick Development Corporation;  
President of Humboldt Properties #1; and  
Individually

"BUYER"



Victor O. Hood