

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
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Form KSONA-1

July 2014

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**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: _____

This instrument was filed for record this 29 day of June, 2020 at 9:55 o'clock AM and duly recorded in book 186 of records on page 836

Laura C. Beeson
REGISTER OF DEED

Melody Rodriguez
Deputy

Upon Recording, please mail recorded original to:

Belpart Oil, Inc.
1719 S Boston Avenue
Tulsa, Oklahoma 74119

Space Above This Line Reserved for County Clerk

Oil and Gas Lease

This Agreement, entered into this 27th day of June, 2020 by and between **Evelyn A. Montgomery**, hereinafter called lessor, and **Belpart Oil, Inc. 1719 S. Boston Avenue, Tulsa, Oklahoma 74119** hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of TEN AND MORE (\$10.00) DOLLARS, cash in hand paid and of the covenants and agreements, hereinafter contained to be performed by the lessee, has this day granted, leased and let, and by these presents does hereby grant, demise, lease and let exclusively unto the lessee, the hereinafter described land, with any reversionary rights therein, for the purpose of exploring by geological, geophysical and other methods, and operating for and producing therefrom oil and all gas of whatsoever nature or kind, any and all substances produced in association therewith, with rights of way for laying pipe lines, and erection of structures thereon necessary to the operations of an oil and/or gas well(s) to produce, save and take care of said products, the exclusive right of injecting water, brine and other fluids and substances into the subsurface strata, and for constructing and maintaining roads thereon necessary or convenient for the economic operation of said land alone or conjointly with neighboring lands, all that certain tract of land situated in the County of Chautauqua, State of Kansas, described as follows, to-wit:

Southwest Quarter (SW/4) of Section 22, Township 33 South, Range 8 East **
(** except for those certain excluded lands described more fully on Exhibits A & B) ✓

and

Northwest Quarter (NW/4) of Section 27, Township 33 South, Range 8 East ✓

containing 320 acres, more or less.

2. This lease shall remain in force for a term of SIX (6) months (called "primary term") and as long thereafter as oil or gas of whatsoever nature or kind, is or can be produced.

3. As to all oil produced and saved from the leased premises, the lessor and the lessee shall cause and instruct all purchasers of crude oil to pay and tender directly to the Evelyn A. Montgomery Trust dated June 11, 2020, as a royalty, the equal **TWENTY PERCENT (20%)** part of the market price at the wellhead for oil of like grade and gravity prevailing on the day such oil is run into the pipeline or sold from the lease's storage tanks.

4. The lessee shall pay to the Evelyn A. Montgomery Trust dated June 11, 2020, as a royalty, **TWENTY PERCENT (20%)** of the proceeds received by the lessee from the sale of gas, gas condensate, gas distillate, casinghead gas, gas used for the manufacture of gasoline or any other product, and all other gases, including their constituent parts, produced from the land herein leased.

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

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

7. The Lessee shall have the right to use free of cost, gas, oil and produced water found on said land for its operation thereon. Lessee may not use any fresh water produced from wells, ponds, and/or creeks located on the leased premises. Lessee shall bury its pipelines below plow depth and shall pay for damage caused by its operations to crops growing on said land, as more fully described on Exhibit A, attached hereto and made a part hereof. No new well shall be drilled on said premises without the written consent of the lessor. Lessee has full right to use, work over, recomplete and/or produce any existing well bore on said land. Lessee also has the full right to use and/or dispose of all lease and well equipment presently on said land and appurtenant to any such well bore, including, without limitation pumps - both operational and dysfunctional, well equipment (surface and subsurface), flow lines, valves, meters, separators, tanks, tank batteries, and other fixtures ("Existing Equipment"). Prior to plugging any new well or any well bore existing as of the date of this Lease, Lessee shall have the right to remove all Existing Equipment, machinery, and fixtures placed on said premises, including the right to draw and remove casing.

8. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed, except that Lessee only may assign with the written consent of Lessor, said approval not be withheld unreasonably), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change or division in ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of lessee, and no change in ownership in the land or in the royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof, or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing the appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly

certified copies thereof necessary in showing a complete chain of title back to lessor of the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, or administrator, executor, or heir of lessor.

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

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

11. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor or by placing same of record in the proper county. In case said lease is surrendered and cancelled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion cancelled shall cease and determine, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes. Prior to surrendering any portion of this lease, Lessee must plug all wells located on the lands to be surrendered, and Lessee must restore all surface previously occupied by lease infrastructure thereon.

12. 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.

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

14. Lessee's operation and possession of the leased premises are subject to those additional terms and conditions described on that certain Letter Agreement attached hereto and made a part hereof of as Exhibit A. In the event of a conflict between the terms of this lease and that certain Letter Agreement, the terms of the Letter Agreement shall prevail.

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

LESSOR:

Evelyn A. Montgomery
Evelyn A Montgomery

LESSEE:

George L. Davenport
George L. Davenport, President, Belport Oil, Inc.

ACKNOWLEDGEMENT FOR INDIVIDUAL

STATE OF Kansas

COUNTY OF Chautauqua

Before me, the undersigned, a Notary Public, on this 27th day of June, 2020 personally appeared **Evelyn A. Montgomery**, 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.

My commission expires 1/3/2023

Melva Ralene Davis
MELVA RALENE DAVIS
Notary Public
Notary Public, State of Kansas
My Appt. Expires 1/3/2023

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF Oklahoma

COUNTY OF Tulsa

Before me, the undersigned, a Notary Public, on this ___ day of June, 2020, personally appeared **George L. Davenport** to me known to be the **President of Belport Oil, Inc.**, and he acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

My commission expires 10-13-2023

Shanda Proell
Notary Public

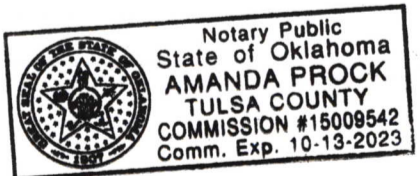


Exhibit A

Letter Agreement,
Attached To and Made a Part of
That certain oil & gas lease
dated June 27, 2020 by and between
Evelyn A. Montgomery, as Lessor,
and Belport Oil, Inc., as Lessee

1. Excluded Lands: All lands ("Excluded Lands") located within two-hundred feet (200') of Lessor's homestead, barn, outbuildings ("Homestead Structures"), and the existing fencing surrounding said Homestead Structures are excluded from this Lease. An approximate plat of said Excluded Lands is attached to this Lease as Exhibit B. In the event Lessor ever wishes to lease the Excluded Lands, or any portion thereof, to any entity, Lessor first must provide Lessee with the option to add said lands to this existing Lease.

2. Election to Produce or Plug: Lessee shall have until September 30, 2020 ("Election Deadline") to elect to produce or plug out the lease. This election will require Lessee to work on some of the wells located on the leased premises prior to the Election Deadline in an effort to get the lease producing oil once again. Lessee will provide Lessor with written notice of Lessor's produce or plug election on or before the Election Deadline.

If Lessee elects to produce the lease, Lessee will do so pursuant to the terms of that certain oil & gas lease ("Lease") and the terms of this Letter Agreement, and Lessee warrants that Lessee will plug all of the wells located on the Lease when the Lease reaches its economic limit.

If Lessee elects to plug out the Lease on or before the Election Deadline, Lessor shall have the option to 1) require Belport to plug all of the wells on the Lease, or 2) require Belport to assign the Lease and all related lease and well equipment, including that installed by Lessee prior to the Election Deadline, back to Lessor.

If Lessor elects option 1) in the preceding paragraph, Lessee will plug all wells on the leased premises in accordance with Kansas Corporation Commission regulations. As part of Lessee's plugging work, Lessee will 1) plug all wells, 2) remove all lease and well equipment for Lessee's use elsewhere, and 3) will reclaim all surface lands to standards described in more detail below.

If Lessor elects option 2) above, Lessee will assign the Lease and all lease and well equipment located thereon back to Lessor effective October 1, 2020. In such an event, Lessor will not be obligated to reimburse Lessee for any additions or improvements, including lease and well equipment, made to the Lease by Lessee prior to the Election Deadline, and Lessee may NOT remove any lease and well equipment from the Lease prior to assigning the Lease back to Lessor.

3. New Wells: No new well may be drilled upon the lease premises without Lessor's written permission. Lessee's exploration and production facilities shall otherwise be located and maintained so as to minimize interference with Lessor's farming and/or ranching operations. Lessee shall notify Lessor and Lessor's surface tenant prior to the commencement of drilling or other workover operations upon said land, and shall consult with Lessor and its surface tenant as to the location, depth or dimensions of every roadway, pipeline, pumping unit, tank battery, and storage site to be constructed or installed upon the premises by Lessee. Lessee may obtain access to its well sites and facilities across other land owned by Lessor but not subject to this lease, provided such route has been approved by Lessor, such approval not to be unreasonably withheld. Once

approved and constructed, Lessee shall operate and maintain said points of access in the same manner as Lease Roads described in Paragraph 4 below.

4. Lease Roads: Lessee shall maintain all lease roads to a usable condition at its expense. Permanent lease roads shall not exceed ten (10) feet in width. Lessee shall minimize the movement of heavy equipment on or across Lessor's chip drive, and Lessee shall repair any damage caused thereto by Lessee's equipment. No oil or salt-water may be placed on said roads. Lessee shall install corner posts and braces, and a cattle guard, if necessary, satisfactory to Lessor or its tenant, before any fence is cut for a roadway upon the premises.

5. Subsurface Facilities & Lease Reclamation: Pipelines installed by Lessee shall be buried to a depth of thirty-six (36) inches when requested by Lessor and shall be laid so as not to interfere with Lessor's farming and ranching operations. Berms will be constructed and maintained around every tank battery facility. Nothing herein contained shall prohibit the construction by Lessor of fences, temporary structures, water and/or gas pipelines, or ditches over, along, or across any pipeline laid by Lessee within the easement area herein granted. Unless Lessee has assigned the Lease back to Lessor pursuant to Paragraph 2 above, Lessee covenants and agrees that it will, at its sole cost and expense, remove all equipment installed or acquired by it within three (3) months following its last use or service or the termination of this lease, whichever shall first occur, and Lessee shall restore the soil and repair any damages to the fences and other property of Lessor caused by such removal.

6. Damages: Lessee shall pay for the loss of all crops, grasses, lease pasture rental income, and other damage of any nature whatsoever to the land caused by its operations hereunder. Lessee further agrees to fill all pits and ponds, remove all structures placed upon the lease premises, and restore the premises to their original contour and condition as nearly as reasonably possible, within six months after abandonment or termination of this lease. Any damages resulting from the pollution or contamination of surface or underground water by Lessee, and all damages caused by Lessee's operations or those of its agents or contractors to the land, livestock, or other property of Lessor or its surface tenant, shall be paid to Lessor or its tenant as their interests may appear. In the event of the spill or escape of crude oil or salt water upon the lease premises, Lessee shall remove the saturated top soil and replace it with uncontaminated top soil indigenous to the region, or shall be permitted to remediate contaminated soil in place in accordance with standards prescribed by the Kansas Corporation Commission.

7. Hazardous Materials: No hazardous materials may be buried on the lease premises, nor may Lessee store any hazardous materials on the lease premises other than as necessary to operate and service the wells located thereon. Hazardous materials may be stored on the property in secure containers only in amounts and during the times they are required, and shall be removed immediately when the necessity for their use ceases.

8. Pits, Excavations and Fencing: All pits or other excavations made in connection with Lessee's operations shall be dug in such manner as to prevent the entry of runoff water and overflow. Lessee shall separate the top soil from the subsoil removed if/when pits or other excavations are dug, and will replace the top soil on top of the subsoil when such excavations are filled following the completion of the operations for which they were used. All pits shall be securely fenced to the satisfaction of Lessor and/or her tenant in possession. All well sites shall be fenced securely by cattle panels.

9. Disposal of Off-Lease Waters: Lessee shall be prohibited from injecting salt-water from any off-lease source into any well upon the lease premises for disposal or repressuring without first entering into a separate written agreement with Lessor which provides for the grant of such authority and the payment of additional consideration to Lessor.

10. Insurance: Lessee shall maintain liability and worker's compensation insurance regarding its operations on the leased premises.

11. Indemnification: Lessee shall protect, defend and hold Lessor harmless from and against any and all loss, cost, claims, damages and causes of action arising out of or resulting from Lessee's oil and gas exploration, production and other operations conducted pursuant to the terms of this lease.

12. Plugging and Reclamation: Prior to abandoning the Lease, whether at the request of Lessor after Lessee has elected Not-to-Produce pursuant to Paragraph 2 above, or after Lessee has produced the Lease after the Election Deadline, Lessee shall plug all wells present on the leased premises pursuant to regulations promulgated by the Kansas Corporation Commission. As part of said plugging, Lessee will remove all lease and well equipment, and shall return the well sites and road sites to their original condition as nearly as possible, including the removal of concrete pads and large rocks, the replacement of top soil, and the re-establishment of native grass.

13. Future Assignments: Belport only may assign its interest in and to the Lease to a corporate entity controlled and/or managed by George Davenport, and only may do so with the written approval of Lessor, said approval not to be unreasonably withheld.

AGREED AND MADE EFFECTIVE THIS 22 DAY OF June, 2020:

Lessor:


Evelyn A. Montgomery

Lessee:

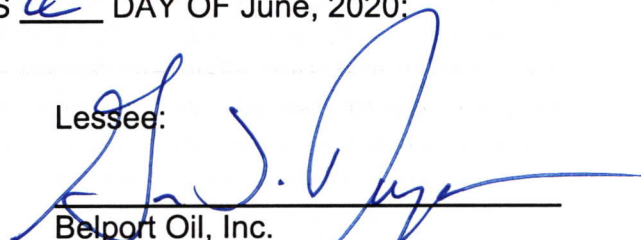

Belport Oil, Inc.
George L. Davenport, President

Exhibit B - Lands Excluded from Montgomery Lease

No O&G Activity permitted within 200' of homestead, barns & outbuildings.



All Lands inside polygon are Excluded

Google Earth

© 2020 Google

Legend

Rd 1

1000 ft

