

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 _____

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Form KSONA-1

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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: _____

(8 1/2 X 14 sheets - this copy repeats)

7-13-20 ①

OIL AND GAS LEASE

LESSOR: Rita M. Beckford a widow
29575 Bethel Church Road
Paola Kansas 66071

LESSEE: JTC Oil, Inc.
35790 Plum Creek Road
Osawatomie, KS 66064

Tom Cain
(913) 208-7914

1. **Grant.** Lessor, for the sum of ten Dollars (\$10.00) and other consideration, receipt and sufficiency of which is hereby acknowledged, does hereby grant, lease and let unto Lessee, exclusively, the land hereinafter described, for the purpose of conducting geological, geophysical, seismic and other exploratory work; drilling, mining and operating for, producing, saving, storing and marketing oil, gas, casinghead gas, casinghead gasoline and all other hydrocarbons and their respective products; and constructing roads, laying pipe lines, electric lines and other utilities, building tanks and erecting other structures and equipment thereon, necessary or convenient to produce, save, treat, manage and market said substances and products; said land, including any reversionary or after-acquired rights therein, being described as follows:

Beginning 672.5 feet south of the Northwest corner of the Northwest Quarter of Section 9, Township 17 South, Range 22 East, Miami County, Kansas; thence South 330 feet; thence South 87 degrees 46 minutes East 396 feet; thence North 330 feet; thence North 87 degrees 46 minutes West 396 feet to the place of beginning. Containing 3.0 acres, more or less. Also Beginning at the Northwest corner of the Northwest Quarter of section 9, Township 17 South, Range 22 East, Miami County, Kansas; thence South 672.5 feet; thence South 87 degrees 46 minutes East 396 feet; thence North 679.3 feet to the North line of said Section 9; thence Westerly along the North line of Section 9, a distance of 396 feet to the place of beginning, containing 6.1 acres more or less.

2. **Term.** This Lease is for a **primary term** of Three years, and as long thereafter as oil or gas or any of the products covered by this

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2. Term. This Lease is for a **primary term** of Three years, and as long thereafter as oil or gas or any of the products covered by this Lease is produced or operations are conducted as provided herein. This is a "paid-up" primary term Lease. The consideration paid herewith covers the primary term stated above and Lessee shall not be obligated, except as expressly provided herein, to make rental payments or to commence or continue any operations during the primary term. Upon expiration of the primary term, this Lease shall terminate unless oil or gas or any of the products covered by this Lease is being produced or operations are being conducted as provided herein.

3. Royalty. Lessee agrees to pay Lessor a royalty on production covered by this Lease as follows:

- (A) Oil.** Lessee shall deliver to the credit of Lessor as royalty, free of the costs of production and storage on the Leased premises, into the pipe line or storage tanks to which Lessee may connect its wells one-eighth (1/8) of the oil produced and saved from the Leased premises.
- (B) Gas.** Lessee shall pay to Lessor as royalty on gas produced and sold from the Leased premises one-eighth (1/8) of the proceeds paid by the first purchaser at the point of sale.
- (C) Casinghead Gas.** Lessee shall pay to Lessor as royalty one-eighth (1/8) of the proceeds received by the Lessee from the sale of casinghead gas produced from oil wells.
- (D) Other.** Lessee shall pay to Lessor one-eighth (1/8) of the proceeds from the sale of all other products of oil and gas produced from the Leased premises not otherwise referred to herein.

4. Lesser Interest. If Lessor owns a lesser interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided for shall be paid to said Lessor only in proportion that his/her interest bears to the whole and undivided fee title. If more than one party has executed this Lease as Lessor, then this provision applies to each such party.

6. **Operations.** When requested by Lessor, Lessee shall bury its pipe lines below plow depth. No well shall be drilled nearer than 200 feet to the house or barn on the premises as of the date of this Lease without the written consent of the Lessor. Overhead power lines shall be of sufficient height as not to interfere with the reasonable and necessary movement of farm machinery or irrigation equipment, or else buried below plow depth. Any fences or other existing structures of Lessor damaged as a result of Lessee's operations shall be repaired to prior condition at Lessee's expense. Lessee shall pay damages to Lessor for loss of harvestable income crops caused by Lessee's operations on the Leased premises if growing at the time of the operations causing such loss; the amount of damages to be based on the price paid for the same crops when harvested and sold less reasonable allowance for harvesting expenses. Upon completion or abandonment of a well, Lessee shall restore the premises, including but not limited to the drill site area and access thereto, and fill and grade pits, as nearly as possible to the prior surface condition and contour, at Lessee's expense. If a well drilled by Lessee is permanently abandoned as a dry hole, it shall be plugged in accordance with law and the regulations promulgated by the State Corporation Commission. Before abandoning a gas well, Lessee may, but is not required to, notify Lessor of the intention to abandon. Lessor may elect to purchase the well by paying Lessee the fair value of the casing, tubing, pipe and other equipment in and on the well. If Lessor elects to buy the well, Lessee shall then be released from any further liabilities or obligations in respect to such well, including the obligation to plug it at any time, which obligation shall in that event be entirely assumed by Lessor.

7. **Continuous Operations.** Notwithstanding anything in this Lease to the contrary, it is agreed that if Lessee commences operations for the drilling of a well, or to rework or recomplete an existing well, if any, at any time while this Lease is in force, this Lease shall remain in full force and effect and its terms shall continue so long as such operations are continuously prosecuted, and if production results therefrom, then as long as such production continues. Operations shall be deemed continuously prosecuted if less than 180 days elapse between the date operations on a well are abandoned and operations on another well are commenced.

8. **Cessation of Production.** If, either during or after the primary term of this Lease, production on the Leased premises ceases, this Lease shall not terminate if Lessee commences operations to drill a well, or to rework or recomplete an existing well, if any, or resumes production within 180 days of the date production ceased. If Lessee commences operations to drill, rework or recomplete a well within such 180 days, this Lease shall remain in force during the prosecution of such operations, and, if production results therefrom, then as long as production continues. Periods of time during which the Lease is shut-in, or suspended due to market conditions, or shut down incident to other operations, shall not constitute a cessation of production for purposes hereof.

9. **Free Substances.** Lessee shall have the right to use, free of cost or royalty, gas, oil and water found on the Leased premises for its operations thereon or on land adjacent to or in the vicinity of the Leased premises, except fresh water from Lessor's water wells and ponds. If gas is produced from any well and not used by Lessee for operations or sold, Lessor shall have the right to take such surplus gas, free of charge, for domestic purposes in one single family residential dwelling on the Leased premises and, subject to approval by Lessee, for reasonable farm use consistent with the current use of Lessor. This provision does not extend to additional dwellings that may be located on tracts into which the Leased premises may be divided. Lessor's lines, appliances at the well, meters and connections shall be of good quality and installed at Lessor's expense. Lessee shall have the right to designate the point of connection and to impose such rules and regulations as may be reasonably necessary to protect the well and other lines, as well as Lessee's operations. Lessee shall at all times, at Lessee's sole discretion, have the right to suspend such gas supply if considered by Lessee to be injurious to Lessee's operations or to the production or marketability of the substances covered by this Lease. Lessor's use of gas shall be at Lessor's sole risk, and Lessee shall not be liable in any way for Lessor's failure or inability to obtain or use such gas on account of the use of pumping stations, breakage of lines, conditions at the well, requirements or restrictions under any gas contract, or any other cause.

10. **Disposal.** For the consideration first stated above, Lessor grants to Lessee a license, easement and right of way to use a well on the Leased premises for disposing of waters, brines and other substances produced from wells owned or operated by Lessee on said land or other land in the vicinity thereof, together with an easement and right of way of approximately one (1) square acre around

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lands adjacent thereto or in the vicinity thereof. The license, easement and right of way granted herein are a covenant running with the land and shall extend to Lessee and Lessee's successors and assigns, and shall remain in force for the term of said Lease and as long thereafter as such license, easement and right of way are used by Lessee, its successors and assigns, for the purposes stated herein.

11. Pipeline. For the consideration first stated above, Lessor grants to Lessee an easement and right of way approximately twenty (20) feet wide for the purpose of laying, constructing, operating, inspecting, maintaining, repairing, replacing and removing a pipeline or pipelines for the transportation of water, brines, oil, gas and other substances, and electric line(s), at a location or locations to be determined by Lessee, on, in, over and through the land described hereinabove. The centerline of such easement and right of way shall be the center of the pipeline(s) and/or electric line(s) as actually laid. Lessee will consult with Lessor on course, route and direction of lines so as to minimize interference with surface use by Lessor. Such pipeline(s) and electric line(s) shall be buried when reasonably possible below plow depth. Lessee shall pay for damages to growing crops, fences or other structures of Lessor that are caused by the construction, maintenance and operation of such pipeline(s) and electric line(s). Lessee shall have the right of ingress and egress to and from the premises for the purposes granted herein. This easement and right of way shall be construed as if conveyed by separate instrument, without regard to the Lease or the term thereof; provided, however, that if use of such easement and right of way is not actually commenced within the term of said Lease or extension or renewal thereof then this easement and right of way and all rights granted thereunder shall cease and terminate on the date said Lease expires. This easement and right of way are independent of, and in addition to, and are not a substitute for, the rights of Lessee under said Lease, which rights are not hereby diminished or affected, it being understood that this easement and right of way provides for transporting products mentioned herein which may be produced, obtained, stored or transported upon or across lands adjacent thereto or in the vicinity thereof. The easement and right of way granted herein are a covenant running with the land and shall extend to Lessee and Lessee's successors and assigns, and shall remain in force for the term of said Lease and as long thereafter as such easement and right of way are used by Lessee, its successors and assigns, for the purposes stated herein.

12. Surrender and Removal. 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 the release of record in the County where said land is situated. If this Lease is surrendered or canceled as to only a portion of the acreage covered, then all payments and liabilities thereafter accruing under the terms of this Lease as to the portion canceled shall cease and terminate; 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. Lessee shall have the right at any time during the term of the Lease, or within a reasonable time after the expiration of the Lease, to remove all machinery, fixtures, buildings, and other structures placed on the Leased premises, including the right to draw and remove casing. If the Lease is abandoned, Lessee shall remove its equipment and restore the premises as nearly as possible to its original surface condition and contour within six months after expiration or termination of the Lease; provided, that such period shall be extended for such periods of time as the premises may be impassable or subject to excessive damage or expense by reason of weather or ground conditions.

13. Assignment. If the estate of either party hereto is assigned, the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or the royalties or in any sum due under this Lease shall be binding on Lessee until it has been furnished with either the original recorded instrument of conveyance, or certified copy thereof, or certified copy of the will of any deceased owner and of the probate record thereof, or certified copy of the proceedings showing the appointment of an administrator or executor for the estate of any deceased owner, whichever is appropriate, together with all recorded instruments of conveyance; and all advance payment of rentals made hereunder before receipt of such documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor or heir of Lessor. In the event this Lease is assigned as to a part or parts of the above described land and the holder or owner of any such part

condition or covenant of this Lease, express or implied, such default shall not

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thereto or in the vicinity thereof. The easement and right of way granted herein are a covenant running with the land and shall extend to Lessee and Lessee's successors and assigns, and shall remain in force for the term of said Lease and as long thereafter as such easement and right of way are used by Lessee, its successors and assigns, for the purposes stated herein.

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14. Force Majeure. All provisions hereof, express or implied, shall be subject to all federal and state laws, and the orders, rules, or regulations of all governmental agencies administering the same, and this Lease shall not be in any way terminated wholly or partially, nor shall the Lessee be liable in damages for failure to comply with any of the express or implied provisions hereof if such failure occurred by reason of compliance with or enforcement of any such laws, orders, rules or regulations. Lessee shall not be liable in damages, forfeiture or termination, on account of breach of covenant, express or implied, or failure of any condition necessary to keep the Lease in force, which results from force majeure; and the obligations of Lessee shall be suspended if and while drilling or other operations are delayed or interrupted by force majeure. Force majeure includes Act of God, storm, flood, strike, scarcity of labor or material, lockout, blowout, breach of contract by drillers, subcontractors or suppliers, surface or subsurface conditions which impede normal operations or which would result in other damages or waste, or other bona fide cause beyond the reasonable control of Lessee. Lessee shall have a reasonable time after the removal or cessation of force majeure within which to commence or resume performance under the Lease. If force majeure occurs during the primary term, the time such force majeure exists shall be added to the primary term.

15. Breach. In the event Lessor considers any act or omission of Lessee to constitute default of a provision or covenant of this Lease, expressed or implied, Lessor shall notify Lessee thereof in writing specifying the particulars of such default. After receipt of such notice Lessee, if in default, shall cure such default within a reasonable time consistent with the reasonable and prudent operator standard and good leasehold practices prevailing in the area. If Lessee fails to cure such default after notice as provided herein, then Lessor may bring an action at law or equity for damages, specific performance or cancellation as provided by law.

16. Warranty and Subrogation. Lessor warrants and covenants with Lessee that at the delivery hereof Lessor owns good and marketable title to the land covered hereby, free and clear of liens, encumbrances and adverse claims. Lessee at its option may pay or discharge in whole or in part any delinquent taxes, mortgages, or other liens existing, levied, or assessed on or against the Leased premises, and in the event it exercises such option, 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 or other sums accruing to Lessor hereunder. Lessee is given the right to acquire for its own benefit deeds, leases, or assignments covering any interest or claim in the Leased premises which Lessee or any other interested party contends is outstanding and not covered hereby and even though such outstanding interest or claim adverse to Lessor or ultimately determined to be invalid. In the event that the Lessee's title hereunder is clouded by a title defect or a claim adverse to the rights and interests granted to Lessee herein, then the time such title defect or claim exists shall be added to the primary term and, in any event, Lessee shall have a reasonable time after such defect or adverse claim is cured or removed within which to commence or resume performance under this Lease.

17. Parties and Counterparts. The term "Lessor" herein refers to and includes all parties who sign this Lease as Lessor, regardless of the identification of one or more, or less than all, of such parties in the heading of this Lease. Counterpart originals of this Lease may be signed and acknowledged separately by different parties and the separately executed Leases shall constitute one Lease to the same effect as if the parties had executed the same instrument. If less than all parties whose names are shown herein have executed the Lease or a duplicate original thereof, the Lease shall nevertheless be valid and effective insofar as the interests owned by the parties who have signed the Lease or a duplicate original thereof; and each separately executed duplicate Lease may be duly recorded in the office of the register of deeds in the aforesaid county or counties.

IN WITNESS WHEREOF this instrument is made effective as of the date shown above, notwithstanding the date of execution, acknowledgement, delivery or recording.

Signed and acknowledged by:

Rita M. Beckford

July 13, 2020

Rita M. Beckford

ACKNOWLEDGMENT

STATE OF KANSAS)
)SS
COUNTY OF MIAMI)

On this 13th day of July, A.D. ²⁰²⁰~~2019~~, before me personally appeared Rita M. Beckford, a widow, who, being by me duly sworn, did say that they acknowledged said instrument to be free act and deed.

Witness any hand and seal this 13th day of July, A.D. ²⁰²⁰~~2019~~

