

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form T-1  
April 2019  
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: \_\_\_\_\_

New Operator's Email: \_\_\_\_\_

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: \_\_\_\_\_

COMPUTER  
NUMERICAL 9

Kansas Prod 88 (Rev 9/99)  
(Paid-up/Pooling)



STATE OF KANSAS, SCOTT COUNTY, SS  
This instrument was filed for record on the  
7 day of October A.D. 2020  
9:20 o'clock A.M., and duly recorded in book  
309 page 152  
Shirley K. Suppes  
\$ 106.00 Register of Deeds

## OIL, GAS, AND MINERAL LEASE

This Oil, Gas, and Mineral Lease (the "Lease") is dated X October 6, 2020 (the "Effective Date"). The parties to this Lease are **Ronald J. Suppes and Shirley K. Suppes, husband and wife, 17 E. Hwy 96, Dighton, Kansas 67839**, as Lessor (whether one or more), and **Brehm Asset Management, LLC, 11625 Custer Rd., Suite 110-353, Frisco, TX 75035**, as Lessee.

1. For the consideration of Ten and more Dollars and other valuable consideration, the receipt of which Lessor acknowledges, and the covenants and agreements of Lessee in this Lease, Lessor grants, demises, leases and lets exclusively to Lessee, the lands described below (the "Lands"), for the purposes of mining, exploring by geological, geophysical and other methods, operating for, producing, and taking care of, removing and selling all oil, gas, and all of the products of oil and gas, with rights of way and easements for laying pipelines, and the erection of structures necessary or convenient to produce, save, store, make merchantable and transport all the oil or gas produced from the Lands or any adjacent lands. The Lands covered by this Lease are located in **Scott County, Kansas**, and are described as follows:

### TOWNSHIP 19 SOUTH - RANGE 31 WEST

#### **Section 22: The Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼)**

The Lands are deemed to contain **40 acres**, more or less and shall include any lands of Lessor in the same survey or adjacent surveys.

2. This Lease shall remain in full force and effect for a primary term of **six (6) months** (the "Primary Term") from the Effective Date, and as long thereafter as oil, gas or the products of oil or gas are produced from the Lands or leases ~~or lands pooled with the Lands~~, or drilling or reworking operations are continued as provided in this Lease.

3. This is a **PAID-UP LEASE**. For the consideration paid to Lessor, Lessee is not obligated to commence or continue any operations on the Lands during the Primary Term, or to make any rental payments during the Primary Term. Lessee may at any time or times during or after the Primary Term surrender this Lease as to all or a portion of the Lands by delivering to Lessor, or by filing for record in the county where the Lands are located a release or releases of the Lease, and then be relieved of all accruing obligations as to the portion of the Lands surrendered. The Lease shall continue in force and effect as to all of the Lands not surrendered.

4. Lessee agrees to pay Lessor a royalty on production as follows:

a. Lessee shall deliver to the credit of Lessor as royalty, free of cost, in the pipeline to which Lessee may connect its wells, or into Lessee's storage tanks a **twenty percent (20%)** part of all oil produced and saved from the Lands. At Lessee's option, Lessee may pay to Lessor as royalty **twenty percent (20%)** of the proceeds of the sale of oil at the storage tanks.

b. Lessee shall pay Lessor, as royalty on gas sold from each well, **twenty percent (20%)** of the proceeds if gas is sold at the well, or if marketed by Lessee off the Lands, **twenty percent (20%)** of the value received for the gas sold off the Lands.

c. Lessee shall pay Lessor **twenty percent (20%)** of the proceeds received by Lessee from the sale of casing head gas produced from any oil well and **twenty percent (20%)** of the value, at the mouth of the well, computed at the prevailing market price, of the casing head gas produced from any oil well and used by Lessee off the Lands for any purpose or used on the Lands by Lessee for purposes other than the development and operation of the Lease.

d. Lessee will pay Lessor **twenty percent (20%)** of the proceeds from the sale of all other products of oil and gas not provided for above. In no event, in the payment of proceeds for royalty, shall Lessee ever be obligated to pay to Lessor, a sum greater than **twenty percent (20%)** of the sum Lessee actually receives for the sale of oil and/or gas or other products.

5. If at any time, there is a gas well (one or more), on the Lands, ~~or acreage pooled with the Lands~~, whether before or after the Primary Term, and the well is shut-in, with no other production, drilling operations or other operations being conducted on the Lands capable of maintaining this Lease in force under any of its provisions, Lessee shall pay Lessor as royalty the sum of One Dollar (\$1.00) per year per acre for each acre of the Lands then subject to this Lease. This payment is to be made on or before the anniversary date of this Lease following the expiration of 90 days from the date the well is shut-in, and thereafter on the anniversary date of this Lease during the period the well is shut-in. When the payment is made it shall be considered that this Lease is maintained in full force and effect until production resumes or the next shut-in royalty payment is due.

6. If the Lessor owns a lesser interest in the Lands than the entire and undivided fee simple estate in the minerals, the royalties (including any shut-in gas royalty) shall be paid to Lessor only in the proportion which Lessor's interest in the Lands bear to the whole and undivided fee simple in the Lands.

7. Despite anything in this Lease to the contrary, Lessor expressly agrees that if Lessee commences operations for drilling a well at any time while this Lease is in force, this Lease shall remain in force and its term shall continue as long as the operations are prosecuted as provided in this paragraph 7. If production results from the well, this Lease shall remain valid and in force as long as production continues from the Lands.

8. If at the expiration of the Primary Term oil, gas or the products of oil and gas are not being produced but Lessee is engaged in drilling or reworking operations on the Lands, this Lease shall continue in force so long as those operations are being continuously prosecuted on the Lands. Drilling Operations shall be considered to be continuously prosecuted if not more than 60 days elapse between the completion or the abandonment of one well and the beginning of operations for the drilling of a subsequent well. If after the discovery of oil or gas or the products of oil or gas on the Lands ~~or on acreage pooled with the Lands~~, production should cease, from any cause, after the Primary Term, this Lease shall not terminate if Lessee commences additional drilling or reworking operations within ninety (90) days from the date of cessation of production, or from the date of completion of a dry hole. If oil, gas or the products of oil or gas are discovered and produced as a result of operations at or after the expiration of the Primary Term, this Lease shall continue in force so long as oil, gas, or the products of oil or gas are produced from the Lands.

9. Lessor grants Lessee the right to use, free of cost, gas, oil, and water produced on or from the Lands, for Lessee's operations, except water from Lessor's wells. When requested by the owner of the surface of the Lands, Lessee will bury pipelines across cultivated lands below normal plow depth. No well shall be drilled nearer than 200 feet to any house or barn located on the Lands as of the Effective Date of this Lease without the written consent of Lessor. Lessee will pay for damages caused by Lessee's operations to growing crops on the Lands. Lessee shall have the right, at any time, but not the obligation, to remove all machinery, equipment, and fixtures placed on the Lands, including the right to draw and remove casing.

10. The rights of Lessor and Lessee may be assigned in whole or in part. However, no change in ownership of Lessor's interest in the Lands shall be binding on Lessee until 60 days after Lessee has been furnished with written notice, accompanied by certified copies of all recorded instruments or documents and other information necessary to establish a complete chain of title to Lessor's interest, and then only with respect to payments made after Lessee's actual receipt of the notice. No other notice of any kind, actual or constructive, shall be binding on Lessee. No present or future division of Lessor's ownership as to different portions or parcels of the Lands shall operate to enlarge the obligations or diminish the rights of Lessee. All of Lessee's operations may be conducted without regard to any division of ownership by Lessor. If all or any part of this Lease is assigned by Lessee, no leasehold owner shall be liable for any act or omission on the part of any other leasehold owner.

11. ~~Lessee is granted, at its option, the right and power to voluntarily pool or combine all or any portion of the Lands covered by this Lease, as to either oil, gas, or both, with any other lands, or leases adjacent to the Lands when, in Lessee's judgment, it is necessary or advisable to do so to properly develop and operate the combined lands as a unit or units. Lessee may pool the~~

~~Lands forming units not exceeding 160 acres for an oil well, plus a tolerance of 10%, and not exceeding 640 acres for a gas well, plus a tolerance of 10%, except that if larger units are required or permitted under any governmental rule or order for the drilling or operation of a well at a regular location, or for obtaining the maximum production allowable from any well drilled or to be drilled, larger units may be formed. Lessee, or Lessee's designee, shall execute and record in the county where the Lands are located an instrument identifying and describing the lands included in a unit. All acreage pooled into a unit shall be treated for all purposes, except the payment of royalty, as if it were included in this Lease, and drilling or reworking operations on any land in a unit or production of oil or gas, or the completion of a well as a shut-in gas well, shall be considered for all purposes, except the payment of royalty, as if the operation were on, production is from, or the completion was on the Lands covered by this Lease, whether or not the well or wells on the unit are located on the Lands covered by this Lease. In lieu of the royalty or shut-in gas royalty provided above, Lessor shall receive from production from a unit a portion of the royalty provided in this Lease as the amount, in acres, of the Lands included in the unit or the Lessor's royalty interest in the Lands included in the unit, bears to the total amount of acreage included in a unit.~~

~~At Lessee's discretion, or in the absence of production, Lessee or Lessee's designee may terminate any unit by filing in the county records a notice of termination of the unit.~~

12. All express or implied covenants of this Lease shall be subject to all federal and state laws, executive orders, rules, or regulations of governmental bodies having jurisdiction. This Lease shall not terminate in whole or in part, nor shall Lessee be held liable in damages, for failure to comply with any Lease terms if compliance is prevented as the result of any law, order, rule, or regulation.

Lessor expressly warrants and agrees to defend the title to the Lands and agrees Lessee shall have the right at any time to redeem for Lessor, by payment, any mortgages, taxes, or other liens on the Lands in the event of failure of payment by the Lessor, and Lessee shall be subrogated to the rights of the holder of any mortgage, taxes or other liens. Lessee may reimburse itself for payments out of any royalties or rentals payable to a Lessor for any amounts paid by Lessee for Lessor for or on any mortgage, taxes, or liens.

13. All the provisions of this Lease shall be binding on the heirs, successors, assigns, and legal representatives of the Lessor and Lessee.

14. See Exhibit "A" attached to and made a part of this agreement by reference.

This Lease is executed by Lessor as of the date of acknowledgment of Lessor's signature, but shall be effective for all purposes as of the Effective Date stated above.

Lessor

Y Ronald J. Suppes  
Ronald J. Suppes

X Shirley K. Suppes  
Shirley K. Suppes

Individual Acknowledgment

STATE OF KANSAS  
COUNTY OF Lawe

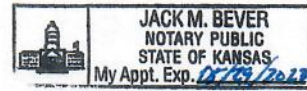
Before me, the undersigned, a Notary Public, within and for said county and state, on this 26<sup>th</sup> day of October 2020, personally appeared **Ronald J. Suppes and Shirley K. Suppes**, to me personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

Jack M. Bever  
Notary Public in and for the State of K.S.  
Printed Name: Jack M. Bever  
Commission Expires: 05/29/2023

Individual Acknowledgment

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_



Before me, the undersigned, a Notary Public, within and for said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that (he/she/they) executed the same as (his/her/their) free and voluntary act and deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and official seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

Corporate Acknowledgment

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared \_\_\_\_\_, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its \_\_\_\_\_ and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

EXHIBIT "A"


Attached to Oil and Gas Lease, dated X October 6, 2020, between **Ronald J. Suppes and Shirley K. Suppes, husband and wife**, hereinafter referred to as Lessor, and **Brehm Asset Management, LLC**, Hereinafter referred to as Lessee.

1. All utility lines and pipelines shall be buried 42" deep. If Lessor, in the process of good farming practices, modifies the terrain to such an extent that existing lines are not below plowed depth, Lessee shall, upon request, and within a reasonable time thereafter, lower such lines to a level below plowed depth.
2. It is hereby agreed that all topsoil shall be piled separately and returned to the surface when the pits are filled. Lessee shall have the obligation to restore the surface of the premises as nearly as reasonably possible to its original condition where any alterations or changes were due to operations reasonably necessary.
3. Lessor reserves the right to designate the direction and location of every road or roadway on the premises and no roads, roadways or easements shall be constructed, laid, or in any manner made to and from any well location or drill site except as may be so designated by Lessor. Provided only that such roads shall, upon request of Lessee, be designated and the width thereof shall be sufficient for all normal operations of Lessee. Lessee agrees to place its lease tank battery and necessary equipment pertaining thereto on the perimeter of the leasehold as near as practical to the county roadway or property line.
4. There will be no water well drilling for supplying fresh water to drill wells or disposal of salt water on the premise without permission of the landowner
5. If the primary term of this lease is perpetuated by production of oil or gas, it is agreed that this lease shall terminate after the expiration of the primary term hereof, insofar and only insofar as to all formations lying below 5,500 feet from the surface.
6. There will be no mining of hard minerals without consent of the owner.
7. No more than two (2) acres shall be used for a drill site, Lessee and/or assigns further agree to pay Lessor the sum of \$2,000.00 for each test drilled and \$500.00 per acre for any crop loss.
- ~~8. A completed oil well shall not hold more than eighty (80) acres. The designated tracts (lay down or standup) will be determined after the completion of the oil well.~~
9. It is hereby agreed and understood that if oil is produced and sold and not gas then, gas exploration is available for lease and if gas is produced and sold and not oil, then oil exploration is available for lease. The commodity that is not produced and sold should be released from the lease at the end of the original lease.
10. If at all possible we would like the opportunity to oversee (pump) any wells on our properties and if acceptable any wells that your company might have in the area. We will have the expertise to do so. We also request that we be allowed to bid on weed control on trails, roads, and tank batteries pertaining to this lease.
11. Damages for seismic activity and other surface damages will be paid separate from the lease and will be negotiated in good faith and paid prior to such activity taking place.
12. Upon expiration of the primary term, or any extension thereof, where gas or oil from a well is shut-in and is not sold or used, Lessee shall pay Lesser a shut-in



gas royalty of twenty-five dollars (\$25.00) per year net mineral acre retained by said well for a period not to exceed two (2) continuous years at a time. This is a recurring right which may be exercised by the lessee from time to time, but shall not exceed any consecutive period of two (2) years from the end of the primary term, or any extension thereof. For each successive shut-in-period after the first shut-in period the shut-in royalties shall increase by \$25.00 per acre per shut-in-period, (for example: 1<sup>st</sup> shut-in-period-\$25, 2<sup>nd</sup> shut-in-period-\$50, 3<sup>rd</sup> shut-in-period-\$75, etc.)

Signed for identification:

  
Ronald J. Suppes

  
Shirley K. Suppes

ELECTRONICALLY FILED  
2020 Sep 21 AM 9:21  
CLERK OF THE SCOTT COUNTY DISTRICT COURT  
CASE NUMBER: 2020-CV-000014



**Court:** Scott County District Court  
**Case Number:** 2020-CV-000014  
**Case Title:** Ronald Suppes vs. Wausau Development Corporation  
**Type:** Default Journal Entry of Judgment

SO ORDERED.

A handwritten signature in black ink that reads "Wendel W. Wurst".

/s/ Honorable Wendel W. Wurst, District Court  
Judge

**IN THE DISTRICT COURT OF THE TWENTY-FIFTH JUDICIAL DISTRICT  
WITHIN AND FOR THE COUNTY OF SCOTT, STATE OF KANSAS**

Ronald J. Suppes,

Plaintiff,

vs.

Wausau Development Corporation  
(a Mississippi Corporation)

Defendant,

Case # 2020-CV-000014  
Title to Real estate  
Involved

**ORDER AND ENTRY OF DEFAULT JUDGMENT**

**NOW** on this 16<sup>th</sup> day of September 2020, this cause comes before the Court upon Plaintiff's *Motion for Default and Default Judgment Against Wausau Development Corporation*, pursuant to K.S.A. § 60-255, and after examination of the records and files herein and upon reviewing the *Affidavit of Default*, the Court hereby enters and awards default judgment against Defendant Wausau Development Corporation in favor of Plaintiff, Ronald J. Suppes.

**THE COURT FINDS:**

1. This Court has personal jurisdiction over the Defendant, subject matter jurisdiction over the controversies, and that venue is proper.
2. The Defendant was properly served the Petition and Summons in this matter; was properly served this Courts Order Setting Deadlines; and was properly served with the Order Setting Default Hearing.
3. The Defendant has not filed an answer or otherwise appeared in this matter as required by law.

4. The allegations of the petition are supported by affidavit and are taken as true.
5. The Plaintiff is legally and equitably entitled to the relief requested.
6. The Suppes 22-3 oil well is not producing in paying quantities and no production exists to perpetuate or hold the Oil, Gas, and Mineral Lease as required by its terms.
7. Plaintiff's title is paramount to that of Defendant's.
8. Plaintiff caused to be served upon Defendant, pursuant to K.S.A. § 55-206 a Demand for Release for Oil and Gas Lease, and Defendant failed to respond to said demand.
9. Plaintiff shall be, and is, awarded attorney fees and the costs of this action pursuant to K.S.A. § 55-202 and a writ of attachment may issue for recovery.

**WHEREFORE IT IS ORDERED AND DECLARED** that:

1. That certain Oil, Gas, and Mineral Lease, dated February 10, 2014, by and between Ronald J. Suppes and Shirley K. Suppes, Lessors, and Wausau Development Corporation, Lessee, filed in Book 0266 Page 0153 of the Scott County Register of Deeds is hereby declared null, void, canceled and of no further effect.
2. All personal property, pump jacks, pipe, tubing, casing, fixtures, oil in the tanks, equipment, and accessories now located upon the Oil, Gas, and Mineral Lease covering Township 19 South, Range 31 West, Section 22, Northeast Quarter, Scott County, KS are hereby forfeited and set aside to Plaintiff as his sole and exclusive property.
3. All right, title, and interest in and to the Suppes 22-3, API No. 15-171-20336-0001, (herein referred to as the "Suppes 22-3") located upon the property is hereby set aside to Plaintiff as his sole and exclusive property. Plaintiff's sole and exclusive ownership includes the

authority to file documents, including Transfer of Operator forms, with the Kansas Corporation Commission, and to own and operate the Suppes 22-3 oil well.

4. Defendant is ejected from the premises and shall not enter upon or disturb Plaintiff's quiet enjoyment of the same.

5. Defendant's rights to, or claims arising under, the Oil, Gas, and Mineral Lease are hereby declared to be terminated and resolved fully in favor of Plaintiff.

IT IS FURTHER ORDERED that the Defendant pay costs associated with the action and Plaintiff's attorney's fees to be proved by affidavit.

**SO ORDERED.**

Approved by the presiding judge and filed  
with the clerk of the court on the date and  
time set forth in the attached certification.