

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: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

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: _____

**OPERATING AGREEMENT
Martin Oil, LLC**

The undersigned, as owners of the company, enter into this Operating Agreement in Kansas effective the 4th day of August, 2014, under the name of **Martin Oil, LLC**.

I. Office

1.1 The principal office of the Company in the State of Kansas will be located at 206 S. Hwy 99, Madison, KS 66860, with the mailing address of 206 S. Hwy 99, Madison, KS 66860. The Company may have other offices, either within or without the State of Kansas, as the Members may designate or as the business of the Company may require.

1.2 The registered office of the Company required by the Kansas Limited Liability Act to be maintained in the State of Kansas may be, but need not be, identical with the principal office, and may be changed from time to time by the Members.

II. Purpose

2.1 This Limited Liability Company is organized for oil operations and any other purpose agreed to by the membership pursuant to Kansas Limited Liability Company Act, except for the purpose of banking and insurance.

III. Duration of the Company

3.1 The Company will commence immediately and will continue perpetually unless terminated sooner by operation of law or by agreement between the owners.

3.2 The owners agree for themselves and their successors, assigns as heirs, that their participation is considered a long-term investment, that this commitment to advance funds is enforceable by the Company.

IV. Capital Contributions

4.1 The undersigned owners agree to share in all post formation capital contributions, profits, and surplus of the Company according to the percentage of their ownership, unless otherwise agreed to by all members. Interest in the business and Company as follows:

Dail D. Martin	25 unit shares
Connie S. Martin	25 unit shares
Candise S. Martin	25 unit shares
Barry D. Martin	25 unit shares

manager will perform all duties as may be prescribed by the board from time to time.

The specific authority and responsibility of the operating manager will also include the following:

- a. The operating manager will effectuate this operating agreement and the regulations and decisions of the members.
- b. The operating manager will direct and supervise the operations of the Company.
- c. The operating manager will keep the members advised in all matters pertaining to the operation of the Company, services rendered, operating income and expense, financial position, and to this end, will prepare and submit a report to the members at each regular meeting and at other times as may be directed by the members.
- d. The operating manager will have the sole right to enter into any contract transaction, subject to the provisions herein.
- e. In the event of the disability or death of the operating manager, Dail D. Martin shall act as operating manager until a new one is elected.

* | 10.2 The company may also have a production supervisor to oversee the leases and the day to day business and accountable to the operating manager. The operator of the wells will be Dail D. Martin until such time as he is unwilling or unable to operate the leases, at which time Martin Oil LLC shall be the operator. | *

10.3 The Company may also have a treasurer, and/or secretary and/or secretary/treasurer. That person may sign, on behalf of the company, deeds, mortgages, bonds, contracts and other instruments which have been authorized by the members and are needed to smoothly and effectively run the Company unless by statute the instrument must be signed by some other member or officer.

10.4. The Company, at the discretion of the members, may have additional officers including, without limitation, co-managers, one or more secretaries and one or more treasurers. Officers need not be selected from among the members. One person may hold two or more offices.

10.5 The officers of the Company will be elected annually by the members at the annual meeting. Each officer will hold office from the date of his election until the next annual meeting and until a successor has been elected, unless that person sooner resigns or is removed.

10.6 Any officer may resign at any time by giving written notice to the operating manager or to all of the members and, unless otherwise specified therein,

XIII. Violation of this Agreement

13.1 Any owner who violates any of the terms, conditions, and provisions of this agreement will keep and save harmless the Company property and will also indemnify the other then Owners from any and all claims, demands and actions of every kind and nature whatsoever which may arise out of or by reason of the violation of any terms and conditions of this agreement. In addition, the owner/member shall be responsible for any attorney fees incurred to defend and protect the LLC's interest.

XIV. Amendments and Counterparts

This agreement may be amended by approval of the majority of the membership, and executed in counterparts, all of which will be deemed to be one and the same instrument, and it shall be sufficient for each party to have executed at least one, but not necessarily the same, counterpart.

IN WITNESS WHEREOF, the parties have set their hands effective the day first written above.

8/4/14
Dated

Dail D. Martin
Dail D. Martin

8/4/14
Dated

Connie S. Martin
Connie S. Martin

8/4/14
Dated

Candice S. Martin
Candice S. Martin

8/4/14
Dated

Barry D. Martin
Barry D. Martin