

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: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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 \_\_\_\_\_

Side Two

**Must Be Filed For All Wells**

KDOR Lease No.: \_\_\_\_\_

\* Lease Name: \_\_\_\_\_ \* Location: \_\_\_\_\_

Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle: FSL/FNL	Circle: FEL/FWL		
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

A separate sheet may be attached if necessary.  
 \* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

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: \_\_\_\_\_

EXHIBIT "A"

(1) **Burrows Leases:**

a) Gas Lease:

Kansas Natural Gas Company  
LESSOR:  
LESSEE: C.E. Roth, et al  
DATE: July 23, 1926  
RECORDED: Book 30, Page 400  
PROPERTY: S/2N/2SE/4, S/2SE/4 and East 60 acres of  
SW/4 of Section 1, Township 34 South, Range  
15 East, Montgomery County, Kansas.  
WI: 100%  
NRI: .875000

b) Oil Lease:

Harvey E. Burrows, et ux  
LESSOR:  
LESSEE: Alfred L. Burrows  
DATE: July 20, 1978  
RECORDED: Book 79 Oil, Page 207  
PROPERTY: S/2N/2SE/4, S/2SE/4 and East 60 acres of  
SW/4 of Section 1, Township 34 South,  
Range 15 East, Montgomery County, Kansas.  
WI: 100%  
NRI: .875000

(2) **Bean Lease:**

LESSOR: Virginia Carter Bean and Robert F. Bean, wife and  
husband  
LESSEE: Clark Energy, LLC  
DATE: April 1, 2008  
RECORDED: Book 140, Page 749  
PROPERTY: E/2 NW/4, Section 33, T33S, R12E, Chautauqua  
County, Kansas.  
SPECIAL: The interest assigned is the salt water disposal  
rights arising under the Oil and Gas Lease.

(3) **Beason Bros. Lease:**

LESSOR: Herbert A. Beason and Jeanie S. Beason, husband  
and wife, and James S. Beason and Diana S.  
Beason, husband and wife  
LESSEE: Clark Energy, LLC

DATE: January 7, 2009  
RECORDED: Book 143, Page 862  
PROPERTY: West 3/4<sup>ths</sup> of the NE/4, less the East 7 rods of the South 109 rods thereof, Section 33, T33S, R12E, Chautauqua County, Kansas.

(4) **Dexter Trust Lease:**

LESSOR: Trustee of the William Wayne Dexter Revocable Trust dated March 31, 1999, and Trustee of the Margaret Jane Dexter Revocable Trust dated March 31, 1999

LESSEE: Clark Energy, LLC

DATE: August 2, 2011

RECORDED: Book 155, Page 276

PROPERTY: T32S, R12E, Chautauqua County, Kansas

Section 12: S/2 SE/4 lying South and East of the County Road; 67.1 acres more or less

Section 13: NE/4; NW/4; a tract of land in the SW/4 described as Beginning at the NE/Corner of the SW/4, thence West on the half section line to the middle of the North line of the NE/4 SW/4, thence South to the middle of the channel of a creek, thence Southeasterly down the channel of said creek to the center line of the County Road, thence Northeasterly along the center line of said County Road to the half section line of said Section 13, thence continuing North along the half section line of said Section 13 to the point of beginning; AND a tract of land described as follows: Commencing at the NW/Corner of the SW/4 of Section 13, running thence East 120 rods, thence South to the Creek, thence Southeasterly down said Creek to the East line of the SW/4, thence West to the SW/Corner of the SW/4, thence North to the place of beginning; 471.8 acres more or less

Section 23: All that part of the NE/4 lying North and West of County Road; 142.1 acres more or less

Section 24: All that part of the NW/4 lying North and West of County Road; 33.5 acres more or less.

(5) **Rogers Lease:**

LESSOR: E. Robert Rogers, et ux

LESSEE: Clark Energy, LLC

DATE: May 20, 2008

RECORDED: Book 143, Page 862

PROPERTY: N/2SE/4 of Section 33, T33S, R12E, and NW/4 of Section 4, T34S, R12E, Chautauqua County, Kansas.

(6) Wolfe Lease:

LESSOR: Dean M. Wolfe and Sandra L. Wolfe, Trustees  
LESSEE: Clark Energy, LLC  
DATE: October 19, 2007  
RECORDED: Book138, Leases, Page 584  
PROPERTY: The West Half (W/2) of Section 23, Township 32  
South, Range 12 East, Chautauqua County,  
Kansas (except the S/2SW/4 of said Section 23,  
which has been released).

# EXHIBIT

"B"

	API Number	Lease and Well Name	Location	County	Well Type	Well Status
1	15-019-27039-00-01	BEAN 33-1	33-33S-12E	Chautauqua	SWD	AI Authorized Injection Well
2	15-019-40574-00-00	BEASON 1	33-33S-12E	Chautauqua	OIL	PR Producing
3	15-019-27196-00-00	BEASON 33-1	33-33S-12E	Chautauqua	OIL	PR Producing
4	15-019-40573-00-00	BEASON 9	33-33S-12E	Chautauqua	OIL	PR Producing
5	15-125-02263-00-00	BURROWS 1	01-34S-15E	Montgomery	OIL	IN Inactive Well
6	15-125-25727-00-00	BURROWS 10	01-34S-15E	Montgomery	OIL	IN Inactive Well
7	15-125-25933-00-01	BURROWS 11	01-34S-15E	Montgomery	EOR	AI Authorized Injection Well
8	15-125-26085-00-00	BURROWS 12	01-34S-15E	Montgomery	OIL	PR Producing
9	15-125-27401-00-01	BURROWS 13	01-34S-15E	Montgomery	EOR	AI Authorized Injection Well
10	15-125-02886-00-00	BURROWS 14	01-34S-15E	Montgomery	OIL	PR Producing
11	15-125-02273-00-00	BURROWS 1A	01-34S-15E	Montgomery	OIL	PR Producing
12	15-125-02264-00-00	BURROWS 2	01-34S-15E	Montgomery	OIL	PR Producing
13	15-125-02266-00-00	BURROWS 4	01-34S-15E	Montgomery	OIL	PR Producing
14	15-125-02267-00-00	BURROWS 5	01-34S-15E	Montgomery	OIL	IN Inactive Well
15	15-125-25216-00-00	BURROWS 8	01-34S-15E	Montgomery	OIL	PR Producing
16	15-125-02270-00-00	BURROWS 8A	01-34S-15E	Montgomery	OIL	PR Producing
17	15-125-02885-00-00	BURROWS 9	01-34S-15E	Montgomery	OIL	PR Producing
18	15-125-02271-00-01	BURROWS W 1	01-34S-15E	Montgomery	OIL	IN Inactive Well
19	15-125-02272-00-01	BURROWS W 2	01-34S-15E	Montgomery	OIL	IN Inactive Well
20	15-019-19352-00-00	DEXTER 1	13-32S-12E	Chautauqua	OIL	PR Producing
21	15-019-19354-00-00	DEXTER 2	13-32S-12E	Chautauqua	OIL	PR Producing
22	15-019-25430-00-01	DEXTER 3	13-32S-12E	Chautauqua	EOR	AI Authorized Injection Well
23	15-019-25431-00-00	DEXTER 4	13-32S-12E	Chautauqua	OIL	PR Producing
24	15-019-25676-00-00	DEXTER 5	13-32S-12E	Chautauqua	OIL	PR Producing
25	15-019-25678-00-00	DEXTER 6	13-32S-12E	Chautauqua	OIL	PR Producing
26	15-019-19292-00-00	MULLENDRE-BEAN 17	33-33S-12E	Chautauqua	GAS	IN Inactive Well
27	15-125-20371-00-00	PEOPLES-FLEMING 3	01-34S-15E	Montgomery	GAS	PR Producing
28	15-019-22363-00-02	ROGERS 1	33-33S-12E	Chautauqua	EOR	AI Authorized Injection Well
29	15-019-22362-00-00	ROGERS 2	33-33S-12E	Chautauqua	OIL	PR Producing
30	15-019-22361-00-00	ROGERS 3	33-33S-12E	Chautauqua	OIL	PR Producing
31	15-019-21612-00-00	WOLFE 1	23-32S-12E	Chautauqua	GAS	IN Inactive Well
32	15-019-20725-00-02	WOLFE 1A	23-32S-12E	Chautauqua	SWD	IN Inactive Well

EXHIBIT "C"

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Kodiak Energy, LLC, a Kansas limited liability company ("Assignor") has and does hereby sell, assign and transfer unto L.W. Berwaldt Land Co., LLC ("Assignee") all of the Assignor's right, title and interest in and to the oil and gas leases described in Exhibit "A", attached hereto.

Together with all of Assignor's interest in the wells and equipment located thereon and used in connection therewith.

The Assignee assumes all regulatory obligations, including the obligation for the ultimate plugging of wells.

This Assignment is effective for all purposes as of 12:01 o'clock a.m. on December 1, 2021.

IN WITNESS WHEREOF this instrument is executed by the parties this \_\_\_ day of \_\_\_\_\_, 2021.

Kodiak Energy, LLC

By: \_\_\_\_\_  
Buddy Finney, Manager

STATE OF KANSAS                    )  
  ) SS:  
COUNTY OF MONTGOMERY        )

This instrument was executed and acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 2021, by Buddy Finney, Manager of Kodiak Energy LLC.

\_\_\_\_\_  
NOTARY PUBLIC

My Appointment Expires:  
\_\_\_\_\_





State of Kansas, Montgomery County  
 This instrument was filed for  
 Record on January 5, 2022 8:53 AM  
 Recorded in Book 711 Page 411 - 414  
 Fee: \$72.00 202200064



*Marilyn Calhoun*  
 Marilyn Calhoun, Register of Deeds

STATE OF KANSAS } ✓  
 Chautauqua County } ss \$72.00  
 This instrument was filed for  
 record this 15 day of Dec,  
 2021 at 10:00 o'clock AM and  
 duly recorded in book 191  
 of records on page 004

*Laura C. Beeson*  
 REGISTER OF DEEDS

*Melody Rodriguez*  
 Deputy

ASSIGNMENT OF OIL AND GAS LEASES

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Kodiak Energy, LLC, a Kansas limited liability company ("Assignor") has and does hereby sell, assign and transfer unto L.W. Berwaldt Land Co., LLC ("Assignee") all of the Assignor's right, title and interest in and to the oil and gas leases described in Exhibit "A", attached hereto.

Together with all of Assignor's interest in the wells and equipment located thereon and used in connection therewith.

The Assignee assumes all regulatory obligations, including the obligation for the ultimate plugging of wells.

This Assignment is effective for all purposes as of 12:01 o'clock a.m. on December 1, 2021.

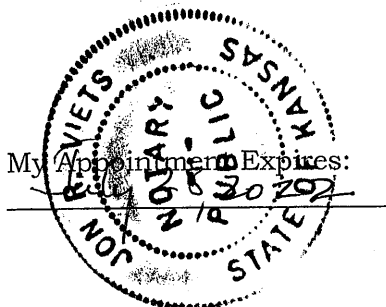
IN WITNESS WHEREOF this instrument is executed by the parties this 13<sup>th</sup> day of December, 2021.

Kodiak Energy, LLC

By: *[Signature]*  
 Buddy Finney, Manager

STATE OF KANSAS )  
 ) SS:  
 COUNTY OF MONTGOMERY )

This instrument was executed and acknowledged before me on this 13<sup>th</sup> day of December, 2021, by Buddy Finney, Manager of Kodiak Energy LLC.



*[Signature]*  
 NOTARY PUBLIC

EXHIBIT "A"

(1) **Burrows Leases:**

a) Gas Lease:

Kansas Natural Gas Company  
LESSOR:  
LESSEE: C.E. Roth, et al  
DATE: July 23, 1926  
RECORDED: Book 30, Page 400  
PROPERTY: S/2N/2SE/4, S/2SE/4 and East 60 acres of  
SW/4 of Section 1, Township 34 South, Range  
15 East, Montgomery County, Kansas.  
WI: 100%  
NRI: .875000

b) Oil Lease:

Harvey E. Burrows, et ux  
LESSOR:  
LESSEE: Alfred L. Burrows  
DATE: July 20, 1978  
RECORDED: Book 79 Oil, Page 207  
PROPERTY: S/2N/2SE/4, S/2SE/4 and East 60 acres of  
SW/4 of Section 1, Township 34 South,  
Range 15 East, Montgomery County, Kansas.  
WI: 100%  
NRI: .875000

(2) **Bean Lease:**

LESSOR: Virginia Carter Bean and Robert F. Bean, wife and  
husband  
LESSEE: Clark Energy, LLC  
DATE: April 1, 2008  
RECORDED: Book 140, Page 749  
PROPERTY: ✓ E/2 NW/4, Section 33, T33S, R12E, Chautauqua  
County, Kansas.  
SPECIAL: The interest assigned is the salt water disposal  
rights arising under the Oil and Gas Lease.

(3) **Beason Bros. Lease:**

LESSOR: Herbert A. Beason and Jeanie S. Beason, husband  
and wife, and James S. Beason and Diana S.  
Beason, husband and wife  
LESSEE: Clark Energy, LLC

DATE: January 7, 2009  
RECORDED: Book 143, Page 862  
PROPERTY: West 3/4<sup>ths</sup> of the NE/4, less the East 7 rods of the  
✓ South 109 rods thereof, Section 33, T33S, R12E,  
Chautauqua County, Kansas.

(4) **Dexter Trust Lease:**

LESSOR: Trustee of the William Wayne Dexter Revocable  
Trust dated March 31, 1999, and Trustee of the  
Margaret Jane Dexter Revocable Trust dated March  
31, 1999

LESSEE: Clark Energy, LLC

DATE: August 2, 2011

RECORDED: Book 155, Page 276

PROPERTY: T32S, R12E, Chautauqua County, Kansas

✓ Section 12: S/2 SE/4 lying South and East of the  
County Road; 67.1 acres more or less

✓ Section 13: NE/4; NW/4; a tract of land in the  
SW/4 described as Beginning at the NE/Corner of  
the SW/4, thence West on the half section line to  
the middle of the North line of the NE/4 SW/4,  
thence South to the middle of the channel of a  
creek, thence Southeasterly down the channel of  
said creek to the center line of the County Road,  
thence Northeasterly along the center line of said  
County Road to the half section line of said Section  
13, thence continuing North along the half section  
line of said Section 13 to the point of beginning;  
AND a tract of land described as follows:  
Commencing at the NW/Corner of the SW/4 of  
Section 13, running thence East 120 rods, thence  
South to the Creek, thence Southeasterly down said  
Creek to the East line of the SW/4, thence West to  
the SW/Corner of the SW/4, thence North to the  
place of beginning; 471.8 acres more or less

Section 23: All that part of the NE/4 lying North  
and West of County Road; 142.1 acres more or less

Section 24: All that part of the NW/4 lying North  
and West of County Road; 33.5 acres more or less.

(5) **Rogers Lease:**

LESSOR: E. Robert Rogers, et ux

LESSEE: Clark Energy, LLC

DATE: May 20, 2008

RECORDED: ✓ Book 143, Page 862

PROPERTY: N/2SE/4 of Section 33, T33S, R12E, and NW/4 of  
Section 4, T34S, R12E, Chautauqua County,  
Kansas.

(6) Wolfe Lease:

LESSOR: Dean M. Wolfe and Sandra L. Wolfe, Trustees  
LESSEE: Clark Energy, LLC  
DATE: October 19, 2007  
RECORDED: Book138, Leases, Page 584  
PROPERTY: ✓ The West Half (W/2) of Section 23, Township 32  
South, Range 12 East, Chautauqua County,  
Kansas (except the S/2SW/4 of said Section 23,  
which has been released).

AGREEMENT FOR SALE AND PURCHASE OF  
OIL AND GAS LEASES

THIS AGREEMENT made on the 13<sup>th</sup> day of December, 2021, by and between Kodiak Energy, LLC, a Kansas limited liability company (“*Seller*”) and L.W. Berwaldt Land Co., LLC (“*Buyer*”).

WITNESSETH:

1. **Leases Sold.** *Seller* agrees to sell and convey, and *Buyer* agrees to purchase and pay for the oil and gas leases described in Exhibit “A”, attached hereto, the wells located thereon and all of the pump jacks, motors, tubulars, tanks and other equipment located thereon and used in connection therewith.
2. **Purchase Price.** The purchase price is \$45,000.
3. **Payment.** The purchase price is payable in full at Closing by cashier’s check.
4. **Title.** The leases, wells and equipment are sold free and clear of any adverse lien, claim or encumbrance.
5. **Conveyance.** *Seller* shall convey the property to *Buyer* at Closing by Assignment and Bill of Sale in the form of Exhibit “C”, attached hereto.
6. **Condition.** The leases, wells and equipment are sold “as is” without warranty as to fitness, condition or future performance.
7. **Effective Time.** The sale and purchase shall be effective for all purposes as of 12:01 a.m. o’clock on December 1, 2022.
8. **Taxes.** *Seller* shall pay all ad valorem taxes assessed against the property for 2020 and prior years. Taxes for 2021 shall be prorated to the Effective Time. *Seller* shall remit the 2021 taxes in full and *Buyer* shall reimburse *Seller* for *Buyer*’s 31/365<sup>th</sup> share.
9. **Revenue.** *Seller* shall be entitled to the proceeds of all oil and gas sold from the leases up to the Effective Time. *Buyer* shall be entitled to the proceeds of all revenues sold from the leases from and after the Effective Time, subject to the provisions of paragraph 10, below.
10. **Oil In Stock Tanks.** *Seller* shall be entitled to the oil and stock tanks above the level of the commercial draw down as of the Effective Time. The tanks shall be “stuck” (stick measured) as of the Effective Time and *Buyer* shall remit the value thereof (based of the first purchasers then posted field price) in addition to the purchase price.
11. **Expense.** *Seller* shall pay all expense of the ownership and operation of the leases, wells and equipment up to the Effective Time. *Buyer* shall pay all expense from and after the Effective Time.
12. **Utility Services.** *Seller* shall transfer all utility services to *Buyer* as of the Effective Time. If there is a delay in meter reading, interim usage shall be prorated between the parties.

13. **Closing.** Closing shall occur on or before December <sup>13<sup>th</sup></sup>, 2021, at a mutually convenient location in Independence, Kansas.

14. **True Up.** On or before January 15, 2022, the parties shall true-up on revenues, expenses, utilities and taxes in conformity with the terms hereof.

15. **Regulatory Compliance.**

a) Promptly on closing, *Seller* shall issue KCC Form T-1 and Landowner Notifications through the KOLAR system;

b) *Buyer* shall assume all prospective regulatory compliance with respect to the leases, wells and equipment including ultimate well plugging obligations and shall defend, indemnify and hold harmless *Seller* thereof.

16. **Costs.** Buyer shall reimburse Seller the attorney's fee for preparation of this Agreement and closing costs, including attorney's fees and the cost of recording the Assignment and Bill of Sale (estimated \$750.00).

17. **Amendment.** This Agreement may be amended only by written instrument signed by the parties.

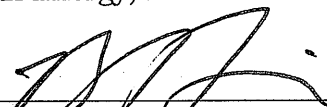
18. **Execution.** This Agreement may be executed and delivered by electronic means (email, facsimile, etc.) and when so executed and delivered shall be as effective as if manually signed and physically delivered.

19. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF this Agreement is executed the day and year first above written.

*Seller*

Kodiak Energy, LLC

By:   
Buddy Finney, Manager

*Buyer*

L.W. Berwaldt Land Co., LLC


By:   
Lyndell W. Berwaldt, President

EXHIBIT "A"

(1) **Burrows Leases:**

a) Gas Lease:

Kansas Natural Gas Company  
LESSOR:  
LESSEE: C.E. Roth, et al  
DATE: July 23, 1926  
RECORDED: Book 30, Page 400  
PROPERTY: S/2N/2SE/4, S/2SE/4 and East 60 acres of  
SW/4 of Section 1, Township 34 South, Range  
15 East, Montgomery County, Kansas.  
WI: 100%  
NRI: .875000

b) Oil Lease:

Harvey E. Burrows, et ux  
LESSOR:  
LESSEE: Alfred L. Burrows  
DATE: July 20, 1978  
RECORDED: Book 79 Oil, Page 207  
PROPERTY: S/2N/2SE/4, S/2SE/4 and East 60 acres of  
SW/4 of Section 1, Township 34 South,  
Range 15 East, Montgomery County, Kansas.  
WI: 100%  
NRI: .875000

(2) **Bean Lease:**

LESSOR: Virginia Carter Bean and Robert F. Bean, wife and  
husband  
LESSEE: Clark Energy, LLC  
DATE: April 1, 2008  
RECORDED: Book 140, Page 749  
PROPERTY: E/2 NW/4, Section 33, T33S, R12E, Chautauqua  
County, Kansas.  
SPECIAL: The interest assigned is the salt water disposal  
rights arising under the Oil and Gas Lease.

(3) **Beason Bros. Lease:**

LESSOR: Herbert A. Beason and Jeanie S. Beason, husband  
and wife, and James S. Beason and Diana S.  
Beason, husband and wife  
LESSEE: Clark Energy, LLC

DATE: January 7, 2009  
RECORDED: Book 143, Page 862  
PROPERTY: West 3/4<sup>ths</sup> of the NE/4, less the East 7 rods of the South 109 rods thereof, Section 33, T33S, R12E, Chautauqua County, Kansas.

(4) **Dexter Trust Lease:**

LESSOR: Trustee of the William Wayne Dexter Revocable Trust dated March 31, 1999, and Trustee of the Margaret Jane Dexter Revocable Trust dated March 31, 1999

LESSEE: Clark Energy, LLC

DATE: August 2, 2011

RECORDED: Book 155, Page 276

PROPERTY: T32S, R12E, Chautauqua County, Kansas  
Section 12: S/2 SE/4 lying South and East of the County Road; 67.1 acres more or less  
Section 13: NE/4; NW/4; a tract of land in the SW/4 described as Beginning at the NE/Corner of the SW/4, thence West on the half section line to the middle of the North line of the NE/4 SW/4, thence South to the middle of the channel of a creek, thence Southeasterly down the channel of said creek to the center line of the County Road, thence Northeasterly along the center line of said County Road to the half section line of said Section 13, thence continuing North along the half section line of said Section 13 to the point of beginning; AND a tract of land described as follows: Commencing at the NW/Corner of the SW/4 of Section 13, running thence East 120 rods, thence South to the Creek, thence Southeasterly down said Creek to the East line of the SW/4, thence West to the SW/Corner of the SW/4, thence North to the place of beginning; 471.8 acres more or less  
Section 23: All that part of the NE/4 lying North and West of County Road; 142.1 acres more or less  
Section 24: All that part of the NW/4 lying North and West of County Road; 33.5 acres more or less.

(5) **Rogers Lease:**

LESSOR: E. Robert Rogers, et ux

LESSEE: Clark Energy, LLC

DATE: May 20, 2008

RECORDED: Book 143, Page 862

PROPERTY: N/2SE/4 of Section 33, T33S, R12E, and NW/4 of Section 4, T34S, R12E, Chautauqua County, Kansas.



(6) Wolfe Lease:

LESSOR: Dean M. Wolfe and Sandra L. Wolfe, Trustees  
LESSEE: Clark Energy, LLC  
DATE: October 19, 2007  
RECORDED: Book138, Leases, Page 584  
PROPERTY: The West Half (W/2) of Section 23, Township 32  
South, Range 12 East, Chautauqua County,  
Kansas (except the S/2SW/4 of said Section 23,  
which has been released).

# EXHIBIT

"B"

	API Number	Lease and Well Name	Location	County	Well Type	Well Status
1	15-019-27039-00-01	BEAN 33-1	33-33S-12E	Chautauqua	SWD	AI Authorized Injection Well
2	15-019-40574-00-00	BEASON 1	33-33S-12E	Chautauqua	OIL	PR Producing
3	15-019-27196-00-00	BEASON 33-1	33-33S-12E	Chautauqua	OIL	PR Producing
4	15-019-40573-00-00	BEASON 9	33-33S-12E	Chautauqua	OIL	PR Producing
5	15-125-02263-00-00	BURROWS 1	01-34S-15E	Montgomery	OIL	IN Inactive Well
6	15-125-25727-00-00	BURROWS 10	01-34S-15E	Montgomery	OIL	IN Inactive Well
7	15-125-25933-00-01	BURROWS 11	01-34S-15E	Montgomery	EOR	AI Authorized Injection Well
8	15-125-26085-00-00	BURROWS 12	01-34S-15E	Montgomery	OIL	PR Producing
9	15-125-27401-00-01	BURROWS 13	01-34S-15E	Montgomery	EOR	AI Authorized Injection Well
10	15-125-02886-00-00	BURROWS 14	01-34S-15E	Montgomery	OIL	PR Producing
11	15-125-02273-00-00	BURROWS 1A	01-34S-15E	Montgomery	OIL	PR Producing
12	15-125-02264-00-00	BURROWS 2	01-34S-15E	Montgomery	OIL	PR Producing
13	15-125-02266-00-00	BURROWS 4	01-34S-15E	Montgomery	OIL	PR Producing
14	15-125-02267-00-00	BURROWS 5	01-34S-15E	Montgomery	OIL	IN Inactive Well
15	15-125-25216-00-00	BURROWS 8	01-34S-15E	Montgomery	OIL	PR Producing
16	15-125-02270-00-00	BURROWS 8A	01-34S-15E	Montgomery	OIL	PR Producing
17	15-125-02885-00-00	BURROWS 9	01-34S-15E	Montgomery	OIL	PR Producing
18	15-125-02271-00-01	BURROWS W 1	01-34S-15E	Montgomery	OIL	IN Inactive Well
19	15-125-02272-00-01	BURROWS W 2	01-34S-15E	Montgomery	OIL	IN Inactive Well
20	15-019-19352-00-00	DEXTER 1	13-32S-12E	Chautauqua	OIL	PR Producing
21	15-019-19354-00-00	DEXTER 2	13-32S-12E	Chautauqua	OIL	PR Producing
22	15-019-25430-00-01	DEXTER 3	13-32S-12E	Chautauqua	EOR	AI Authorized Injection Well
23	15-019-25431-00-00	DEXTER 4	13-32S-12E	Chautauqua	OIL	PR Producing
24	15-019-25676-00-00	DEXTER 5	13-32S-12E	Chautauqua	OIL	PR Producing
25	15-019-25678-00-00	DEXTER 6	13-32S-12E	Chautauqua	OIL	PR Producing
26	15-019-19292-00-00	MULLENDORE-BEAN 17	33-33S-12E	Chautauqua	GAS	IN Inactive Well
27	15-125-20371-00-00	PEOPLES-FLEMING 3	01-34S-15E	Montgomery	GAS	PR Producing
28	15-019-22363-00-02	ROGERS 1	33-33S-12E	Chautauqua	EOR	AI Authorized Injection Well
29	15-019-22362-00-00	ROGERS 2	33-33S-12E	Chautauqua	OIL	PR Producing
30	15-019-22361-00-00	ROGERS 3	33-33S-12E	Chautauqua	OIL	PR Producing
31	15-019-21612-00-00	WOLFE 1	23-32S-12E	Chautauqua	GAS	IN Inactive Well
32	15-019-20725-00-02	WOLFE 1A	23-32S-12E	Chautauqua	SWD	IN Inactive Well