

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

_____ is acknowledged as the new operator of the above named lease containing the surface pit

Permit No.: _____. Recommended action: _____

permitted by No.: _____.

Date: _____

Date: _____

Authorized Signature

Authorized Signature

DISTRICT _____ EPR _____ PRODUCTION _____ UIC _____

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2021

Form Must Be Typed

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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 (see Chapter 55 of the Kansas Statutes Annotated), 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: _____

AFFIDAVIT TO CANCEL OIL AND GAS LEASE

STATE OF Kansas, Linn COUNTY, ss:

Howard Earnhardt, being first duly sworn, on his oath, depose and state:

That Howard Earnhardt is the owner, and/or acting on behalf of the all the owners of the following described land in Linn County, Kansas, to-wit:

The Northeast Quarter of Section 19, Township 22 South, Range 22 East, and containing 160 acres, more or less, all in Linn County, Kansas

That on or about 18th day of February, 2020, Howard Earnhardt, a single person executed to Viva International Inc., an oil and gas lease on the following described land in Linn County, Kansas, to wit;

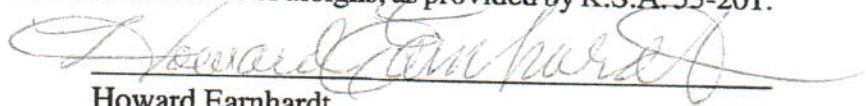
The Northeast Quarter of Section 19, Township 22 South, Range 22 East, and containing 160 acres, more or less, all in Linn County, Kansas, now appearing of record in Book 502, page 121 in the office of the Registered of Deeds of Linn County, Kansas, and;

That the owner of the above described lease has failed, neglected and refused to comply with the terms of said leases by failing to develop said premises for oil and gas in paying quantities, and by reason thereof, said leases became forfeited and void prior to the service of notice herein set forth; and that said oil and gas leases have been forfeited, abandoned and are void to the above described

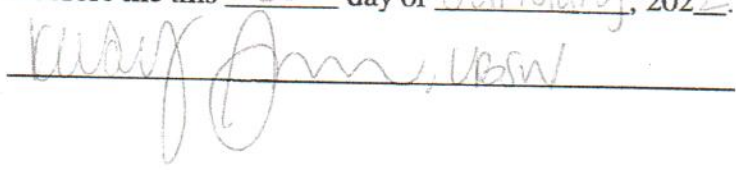
premises.

That after said leases had been abandoned, forfeited and became void, the undersigned gave notice by certified mail (or by legal publication for three consecutive weeks in a newspaper of general circulation in Linn County, Kansas), directed to LESSEE, notifying it that said leases had been broken, abandoned, terminated and was void, and unless, within twenty (20) days from the date of said notice, they would notify the Register of Deeds of said county that they claimed rights under said leases, the undersigned would file with the Register of Deeds of said county an affidavit of forfeiture, as provided by law, and the undersigned by said notice demanded that said leasehold owner cause to be surrendered and cancelled of record the lease within twenty (20) days from the date of said notice. A copy of said notice and copies of the registered mail receipt is attached hereto, marked Exhibit "A" and by reference made a part hereof.

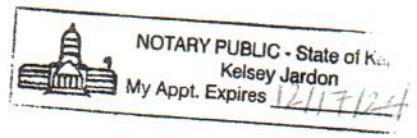
This affidavit is made for the purpose of removing said lease from record so that the same will not be notice to the public of the existence of said lease or any interest therein or rights thereunder against the undersigned lessor, their successors or assigns, as provided by K.S.A. 55-201.

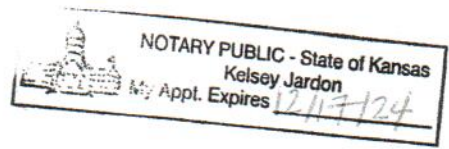

Howard Earnhardt

SUBSCRIBED AND SWORN TO before me this 01 day of January, 2022.


Kelsey Jardon, Notary Public

My Appt. Expires: 12/17/24


NOTARY PUBLIC - State of Kansas
Kelsey Jardon
My Appt. Expires 12/17/24


NOTARY PUBLIC - State of Kansas
Kelsey Jardon
My Appt. Expires 12/17/24

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NOTICE PURSUANT TO K.S.A. 55-201

TO:

Viva International Inc.
Robert Bukaty
13200 Metcalf Ave., Suite
200
Overland Park, Kansas
66213

Howard Earnhardt, the undersigned, the owner of the following described property situated in Linn County, Kansas, to-wit:

The Northeast Quarter of Section 19, Township 22 South, Range 22 East, and containing 160 acres, more or less, East, of the 6th P.M.

upon which an oil and gas lease covering the described property dated February 18, 2020, was given to Viva International Inc. recorded in Book 502, Page 121, in the office of the Register of Deeds of Linn County, Kansas, and does hereby notify you that the terms of said lease have been broken by the owner thereof; that we hereby elect to declare and do declare the said oil and gas lease as to the described property forfeited and void and that unless you do within twenty (20) days from this date notify the Register of Deeds of said County as provided by law that said lease has not been forfeited as to the described property, we will file with said Register of Deeds an affidavit of forfeiture to the described property as provided by law; and we hereby demand that you execute

or have executed a proper surrender of said lease as to the described property and that you put the same of record in the Office of the Register of Deeds within twenty (20) days from this date.

DATED this 8th day of December, 2021.

/s/ Howard Earnhardt

OIL & GAS LEASE

Oil & Gas Lease, dated **March 1, 2022**, between

Howard E. Earnhardt Trust, dated July 17, 1990, Howard E. Earnhardt, Trustees, (the “Lessor” (whether one or more))

and

RJ Energy, LLC, a Kansas limited liability company (the “Lessee”) (collectively the “Parties”).

The Parties agree to the following:

The Grant

For valuable consideration, receipt of which is acknowledged, Lessor grants the Lessee this Lease for the purpose of investigating, exploring, conducting seismic operations, drilling, mining, and operating for and producing oil, all gases, including casinghead gas and coal bed methane, and other liquid hydrocarbons and all associated and accompanying products (the “Leased Substances”).

This Lease grants the Lessee the right to construct facilities and operate the lease in the manner it deems prudent for the exploration and production of the Leased Substances. This includes, but is not limited to, the full right of ingress and egress, laying pipelines, constructing power service, constructing roads and gates, setting tanks and other storage facilities, constructing injection and disposal facilities, and the injection or disposal of any gases or fluids into the subsurface strata.

This Lease covers the Lessor’s tract(s) of land in **Linn County, Kansas** described as:

Northeast ¼ Section 19, Township 22 South, Range 22 East of the 6th P.M.

containing **160** acres, more or less (the “Leased Land”).

Term

This Lease will remain in full force for a term of **three** year(s) (inclusive of the anniversary date of this Lease) (the “Primary Term”), and then so long as any Leased Substance is produced from the Leased Land or this Lease is perpetuated by any other clause of this Lease (“Secondary Term”). Lessee has no implicit or explicit obligation to drill an exploratory well.

Royalty

The Lessee shall pay royalties on production of the Leased Substances as follows:

1. Oil

Lessor shall receive a monetary royalty equal to 15% of all oil produced, saved, and sold from the Leased Land. The royalty shall be paid each time oil is sold from the Leased Land, but no more often than monthly.

2. Gas

Lessor shall receive a monetary royalty equal to 15% of the gas sold. The royalty shall be determined by the proceeds realized from the sale of the gas if the gas is sold at the wellhead or on the Leased Land and requires no additional processing or treatment. If gas is sold off the Leased Premises or requires additional processing or treatment before it can be sold, the Lessee may deduct the royalty's proportionate share of its incurred expenses in marketing the gas to calculate the Lessor's royalty.

Deductible expenses include, but are not limited to, compression, amine treatment, pipeline tariffs, dehydration, and 3rd party gathering fees. Expenses which are not deductible include expenses related to producing and pumping the wells, Lessee's gathering expenses, water disposal, and pipeline and gathering system recoupment, depreciation, and return on investment.

Lessee may use produced gas for other operations on or off the Leased Land. If gas is used off the Leased Land, the Lessee shall pay the Lessor a royalty equal to 15% of the value of gas used. The value of the gas shall be calculated at the Lessee's prevailing rate realized, less allowable deductions, on other gas sold during the same time period. Lessee may use gas on the Leased Land free of charge or royalty.

All gas royalty payments shall be made monthly.

3. Other Leased Substances

Lessor shall receive a monetary royalty equal to 15% of the market value of all other Leased Substances, produced, saved, and sold. Market value to be determined by the raw state of the substance at the time of production; Lessee may deduct all post production costs attributable to marketing any other produced substance besides oil and gas.

Operations at the End of the Primary Term.

If there is no production at the expiration of Primary Term, this Lease shall not terminate if the Lessee has begun drilling, completion, production, or reworking operations (collectively "Operations") before the expiration of the Primary Term. Lessee has the right to finish any Operations begun within the Primary Term, and continue subsequent Operations, with reasonable diligence. Operations shall be broadly construed to include any activities on the Leased Land intended to secure production of a Leased Substance.

If a well being drilled at the end of the Primary Term is not capable of production to maintain this Lease, this Lease shall not terminate if the Lessee begins drilling a new well within 90 days of the previous well reaching its total depth. The Lessee may perpetuate the Lease in this manner as long as it chooses.

If any Operations under this section results in production of a Leased Substance, this Lease will continue in full force. Any reference in this Lease to the Primary Term, or its expiration date, includes extensions of it.

Lesser Interests & Omitted Parcels

If the Lessor owns a lesser interest in the Leased Land than the entire and undivided fee simple estate, then all payments under this Lease, including royalties, will be paid to the Lessor in the proportion that the Lessor's interest bears to the whole, undivided fee.

If the Parties have omitted a parcel of the Lessor's land that was intended to be included in this Lease, the Parties agree it is to be included and Lessor agrees to execute any correction of this Lease necessary to secure Lessee's rights in the omitted parcel.

Miscellaneous Provisions

Lessee may use, free of cost, gas, oil, and water produced on the Leased Land for its operations. Lessee shall bury its pipelines below plow depth, if requested by Lessor. Lessee may not drill a well within 150 feet of Lessor's barn, machine shop, or residential house on the Leased Land at the execution of this Lease, without the written consent of the Lessor. Lessor, however, may not unreasonably withhold consent.

Lessee shall pay for damages to growing crops on the Leased Land caused by its operations. Lessee has the right to remove all machinery and fixtures placed on the Leased Land, including the right to remove casing and plug wells.

Upon termination of the Lease, Lessee shall remove all surface equipment and plug existing wells. Each wellsite shall be restored so that the site can be used for agricultural purposes.

Lessee has the right to release this Lease, or any portion of it, at any time.

Assignment

The Parties may freely assign any interest or estate, in whole or in part, covered by this Lease. The terms of this Lease are binding on, and extend to, all heirs, executors, administrators, successors, and assignees.

No change in the ownership of the Leased Land, or an assignment of payments under this Lease, is binding on the Lessee until the Lessee receives a copy of the transfer.

The Parties further agree that if a portion of the Leased Land is assigned and the assignee(s) fails to comply with a covenant or condition, of this Lease, the default will only affect the portions of the Leased Land attributable to the defaulting assignee and the remaining portions will remain in full force.

Entireties Clause

If the Leased Land is ever divided or owned in severalty or in separate tracts for any reason (collectively "divided"), the Leased Land may nevertheless be developed and operated as one tract without regard to divisions and the new property lines. Lessee has no obligation to offset wells, or to furnish separate measuring equipment or storage tanks for the production of Leased Substances from the divided tracts.

If the Leased Land is divided, the payments under this Lease will be paid to each separate owner in the proportion that the acreage owned by him / her bears to the entire Leased Land acreage.

Warranty

Lessor warrants and agrees to defend the title to the Leased Land. Lessee has the right to redeem and pay for the Lessor, any mortgages, taxes or other liens on the Leased Land. Any payments made on behalf of the Lessor may be recouped by the Lessee by retaining any payment under this Lease due to the Lessor.

Signed:

Howard E. Earnhardt Trust, dated July 17, 1990

By: Howard E. Earnhardt, Trustee

ACKNOWLEDGMENT

_____ **County, Kansas**

This lease was acknowledged before me on _____, 2022, by
Howard E. Earnhardt as the Trustee of the Howard E. Earnhardt Trust, dated July 17, 1990.

Notary Public

My Commission Expires: _____