

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 _____

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) |
|----------|------------------------------|--|---------------------------|-----------------------------------|--------------------------------------|
| | | <i>Circle:</i> FSL/FNL | <i>Circle:</i> 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 2021

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 (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: _____

**OIL AND GAS LEASE
(Paid-Up)**

THIS AGREEMENT made this 1st day of Sept, 2023, between Myron E. Popp and Minnie E. Popp, his wife, 5815 200th Rd., Utica, KS 67584, herein called Lessor (whether one or more), and Bear Petroleum LLC, P.O. Box 438, Haysville, KS 67060, hereinafter called Lessee

WITNESSETH:

1. Lessor, IN CONSIDERATION OF One Dollar (\$1.00) & other consideration in hand paid, receipt of which is here acknowledged, and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases, demises, and lets exclusively unto Lessee the land hereinafter described with the exclusive right for the purposes of mining, exploring by geophysical and other methods, operating for, producing, and taking care of 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 thereon necessary or convenient to produce, save, and take care of all said products in that certain tract of land situated in the County of Ness, State of Kansas, described as follows, to-wit:

Northwest Quarter (NW/4)

- in Section 9, Township 17S, Range 26W, and containing approximately 160 acres, more or less, and all accretions thereto.
2. It is agreed that this lease shall remain in full force and effect for a primary term of one (1) years from this date, and as long thereafter as oil, gas, or the products of oil or gas, or any of them, is produced from said land or lands with which said land is pooled.
3. This is a PAID-UP lease. Lessor agrees that Lessee shall not be obligated to commence or continue any operations during the primary term or to make any rental payments during the primary term.
4. Lessee agrees to pay Lessor a royalty on production covered hereby as follows: (a) on oil, and other liquid hydrocarbons saved at the well, one-eighth (1/8) of that produced and saved from said land, same to be delivered free of cost at the wells or to the credit of Lessor in the pipe line to which the wells may be connected; and (b) on gas, including casinghead gas and all gaseous substances covered hereby, one-eighth (1/8) of the proceeds realized by Lessee from the sale thereof, less a proportionate part of the production, severance, and other excise taxes and the cost incurred by Lessee in processing, gathering, treating, compressing, dehydrating, transporting, and marketing, or otherwise making such gas or other substances ready for sale or use, such payments to be made monthly. During any period after expiration of the primary term when gas is not being so sold or used and the well or wells are shut in, whether or not such wells are shut in before or after production, and there is no current production of oil or operations on said land sufficient to keep this lease in force, Lessee may pay or tender to Lessor a royalty of One Dollar (\$1.00) per year per net mineral acre retained hereunder, such payment or tender to be made on or before the later of the anniversary date of the well or wells becoming shut in or the anniversary date of this lease during the period such well or wells is shut in. When such payment or tender is made it will be considered that gas is being produced in paying quantities within the meaning of the entire lease.
5. If at the expiration of the primary term oil, gas, or the products of oil or gas are not being produced in paying quantities on the leased land or on lands pooled therewith but Lessee is conducting drilling, completing, or reworking operations thereon, this lease shall continue in force so long as such operations are prosecuted or additional operations are commenced and prosecuted (whether on the same or successive wells) with no cessation of more than ninety (90) days, and if production is discovered, this lease shall continue as long thereafter as oil, gas, the products of oil or gas, or any of them is produced. If, after discovery of oil or gas or the products of oil or gas on said land or on acreage pooled therewith, the production therefrom ceases totally for any cause (other than a force majeure event), this lease shall not terminate if Lessee commences or resumes any drilling, completing, or reworking operations or production within ninety (90) days after such cessation, and if production of oil, gas, the products of oil or gas, or any of them is resumed, this lease shall continue as long thereafter as oil, gas, the products of oil or gas, or any of them is produced.
- ~~6. Lessee is hereby granted the right to pool or consolidate the leased premises, or any portion or portions thereof, as to all strata, or any stratum or strata, with other lands as to all strata, or any stratum or strata, such pooling to be in units not exceeding eighty (80) acres as to oil rights, plus a tolerance of ten percent (10%), and not exceeding six hundred forty (640) acres as to gas rights, plus a tolerance of ten percent (10%), to conform to Governmental Survey quarter sections. Lessee shall file written unit designations in the county in which the premises are located. Such units may be designated either before or after the completion of wells. Drilling operations and production on any part of the pooled acreage shall be treated as if such drilling operations were upon or such production was from the land described in this lease whether the well or wells be located on the land covered by this lease or not. The entire acreage pooled into a unit shall be treated for all purposes, except the payment of royalties on production from the pooled unit, as if it were included in this lease. In lieu of the royalties herein provided, Lessor shall receive on production from the unit so pooled only such portion of the royalty stipulated herein as the amount of his or her acreage placed in the unit or his or her royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.~~
7. Lessee is hereby granted free use of oil, gas, and water from said land, except water from Lessor's wells and tanks, for all operations hereunder, including repressuring, pressure maintenance, cycling, and secondary recovery operations, and the royalty shall be computed after deducting any so used. Lessee also has the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee agrees to bury all pipelines below ordinary plow depth. Lessee agrees pay for damages caused by its operations to growing crops on said land. Lessee agrees not to drill any well within two hundred feet (200 ft.) of any residence or barn now on said land without Lessor's consent. Lessor shall have the privilege, at his or her risk and expense, of using gas from any gas well on said land for stoves and inside lights in the principal dwelling thereon, out of any surplus gas not needed for operations hereunder.

State of Kansas
Ness County
Book: 423 Page: 61
Receipt #: 97542 Recording Fee: \$38.00
Pages Recorded: 2
Cashier Initials: Brandt
Date Recorded: 9/1/2023 3:48:07 PM

