



## TEMPORARY ABANDONMENT WELL APPLICATION

OPERATOR: License# \_\_\_\_\_

Name: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

Contact Person Email: \_\_\_\_\_

Field Contact Person: \_\_\_\_\_

Field Contact Person Phone: ( \_\_\_\_\_ ) \_\_\_\_\_

API No. 15- \_\_\_\_\_

Spot Description: \_\_\_\_\_

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ S. R. \_\_\_\_\_ ☐ E ☐ W\_\_\_\_\_ feet from ☐ N / ☐ S Line of Section\_\_\_\_\_ feet from ☐ E / ☐ W Line of Section

GPS Location: Lat: \_\_\_\_\_, Long: \_\_\_\_\_

Datum: ☐ NAD27 ☐ NAD83 ☐ WGS84County: \_\_\_\_\_ Elevation: \_\_\_\_\_ ☐ GL ☐ KB

Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

Well Type: (check one) ☐ Oil ☐ Gas ☐ OG ☐ WSW ☐ Other: \_\_\_\_\_☐ SWD Permit #: \_\_\_\_\_ ☐ ENHR Permit #: \_\_\_\_\_☐ Gas Storage Permit #: \_\_\_\_\_

Spud Date: \_\_\_\_\_ Date Shut-In: \_\_\_\_\_

|                  | Conductor | Surface | Production | Intermediate | Liner | Tubing |
|------------------|-----------|---------|------------|--------------|-------|--------|
| Size             |           |         |            |              |       |        |
| Setting Depth    |           |         |            |              |       |        |
| Amount of Cement |           |         |            |              |       |        |
| Top of Cement    |           |         |            |              |       |        |
| Bottom of Cement |           |         |            |              |       |        |

Casing Fluid Level from Surface: \_\_\_\_\_ How Determined? \_\_\_\_\_ Date: \_\_\_\_\_

Casing Squeeze(s): \_\_\_\_\_ to \_\_\_\_\_ w / \_\_\_\_\_ sacks of cement, \_\_\_\_\_ to \_\_\_\_\_ w / \_\_\_\_\_ sacks of cement. Date: \_\_\_\_\_  
(top) (bottom) (top) (bottom)Do you have a valid Oil & Gas Lease? ☐ Yes ☐ NoDepth and Type: ☐ Junk in Hole at \_\_\_\_\_ ☐ Tools in Hole at \_\_\_\_\_ Casing Leaks: ☐ Yes ☐ No Depth of casing leak(s): \_\_\_\_\_  
(depth) (depth)Type Completion: ☐ ALT. I ☐ ALT. II Depth of: ☐ DV Tool: \_\_\_\_\_ w / \_\_\_\_\_ sacks of cement ☐ Port Collar: \_\_\_\_\_ w / \_\_\_\_\_ sack of cement  
(depth) (depth)

Packer Type: \_\_\_\_\_ Size: \_\_\_\_\_ Inch Set at: \_\_\_\_\_ Feet

Total Depth: \_\_\_\_\_ Plug Back Depth: \_\_\_\_\_ Plug Back Method: \_\_\_\_\_

## Geological Data:

## Formation Name

Formation Top Formation Base

## Completion Information

1. \_\_\_\_\_ At: \_\_\_\_\_ to \_\_\_\_\_ Feet Perforation Interval \_\_\_\_\_ to \_\_\_\_\_ Feet or Open Hole Interval \_\_\_\_\_ to \_\_\_\_\_ Feet

2. \_\_\_\_\_ At: \_\_\_\_\_ to \_\_\_\_\_ Feet Perforation Interval \_\_\_\_\_ to \_\_\_\_\_ Feet or Open Hole Interval \_\_\_\_\_ to \_\_\_\_\_ Feet

UNDER PENALTY OF PERJURY I HEREBY ATTEST THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

Submitted Electronically

Do NOT Write in This  
Space - KCC USE ONLY

Date Tested: \_\_\_\_\_ Results: \_\_\_\_\_ Date Plugged: \_\_\_\_\_ Date Repaired: \_\_\_\_\_ Date Put Back in Service: \_\_\_\_\_

Review Completed by: \_\_\_\_\_ Comments: \_\_\_\_\_

TA Approved: ☐ Yes ☐ Denied Date: \_\_\_\_\_

## Mail to the Appropriate KCC Conservation Office:

|  |   |                    |
|--|---|--------------------|
|  | KCC District Office #1 - 210 E. Frontview, Suite A, Dodge City, KS 67801                      | Phone 620.225.8888 |
|  | KCC District Office #2 / UPGS - 3450 N. Rock Road, Building 600, Suite 601, Wichita, KS 67226 | Phone 316.630.4000 |
|  | KCC District Office #3 - 1500 SW Seventh Steet, Chanute, KS 66720                             | Phone 620.432.2300 |
|  | KCC District Office #4 - 2301 E. 13th Street, Hays, KS 67601-2651                             | Phone 785.625.0550 |

## OIL AND GAS LEASE

THIS AGREEMENT, Made and entered into this 15<sup>th</sup> day of July 2014, by and between Cox Land, a Kansas General Partnership, whose address is 450 Highway 83, Sublette, KS 67877 Party of the first part, hereinafter called lessor (whether one or more), and Adams Affiliates, Inc., whose address is 1437 S. Boulder, Suite 930, Tulsa, OK 74119 part Y of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Ten & More DOLLARS, cash in hand paid, receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casinghead gas and helium and all other constituents), and for laying pipe lines, and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Haskell State of Kansas, described as follows, to-wit:

Township 28 South, Range 32 West,

Section 5: S/2; Lots One (1), Two (2) and S/2 NE/4; Lots Three (3), Four (4) and S/2 NW/4

It is agreed that this lease shall remain in force for a term of Three (3) years from date (herein call primary term) and so long thereafter as oil or gas, or either of them, is produced from said land in paying quantities.

In consideration of the premises the said lessee covenants and agrees:

1st. To deliver to the credit of lessor free of cost, in the pipeline to which it may connect its wells, the 1/8<sup>th</sup> (one-eighth) of the gross proceeds received on all oil (including but not limited to condensate and distillate) produced and saved from the leased premises.

2nd. To pay lessor for gas (including casinghead gas) and all other substances covered hereby, a royalty of 1/8<sup>th</sup> (one-eighth) of the gross proceeds received from the sale thereof, at the market price at the well, less a proportionate part of the production, severance and other excise taxes. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease. Lessor shall have the privilege at his risk and expense of using gas from any well, producing gas only, on the lease premises for stoves and inside lights in the principal dwelling thereon out of any surplus gas not needed for operations hereunder.

If, at the expiration of the primary term, lessee is conducting operations for drilling, completing or reworking a well, this lease nevertheless shall continue as 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 or gas are produced.

Lessee is hereby granted the right at any time and from time to time to utilize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 160 acres, or for the production primarily of gas with or without distillate more than 640 acres; provided that if any governmental regulation shall permit or prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so permitted or prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, lessee shall pay lessor, in lieu of other royalties thereon, only such proportion of the royalties stipulated herein as the amount of this acreage placed in the unit, or his royalty interest therein on an acreage basis bears to the total acreage in the unit.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties herein provided shall be paid to the lessor only in the proportion which his interest bears to the whole and undivided fee.

Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of lessor.

When requested by the lessor, lessee shall bury his pipelines below plow depth.

No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for all damages caused by its operations to growing crops on said land.

Lessee shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing

If the estate of either party herein is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of lessor. No change in the ownership of the land or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment or a true copy thereof. In case lessee assigns this lease, in whole or in part, lessee shall be relieved of all obligations with respect to the assigned portion or portions arising subsequent to the date of assignment.

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or such failure is the result of any such Law, Order, Rule or Regulation.

This lease shall be effective as to each lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the lessors above named may not join in the execution hereof. The word "lessor" as used in this lease means the party or parties who execute this lease as lessor, although not named above.

Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to lessor, or by placing a release of record in the proper County.

Lessor hereby agrees that the lessee shall have the right at any time to redeem for lessor by payment any mortgages, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated in the rights of the holder thereof.

EXECUTED THIS 16<sup>th</sup> DAY OF JULY, 2014

SEE ATTACHED EXHIBIT "A" FOR ADDITIONAL TERMS AND PROVISIONS

Cox Land, a Kansas General Partnership

Kenneth Cox Mgr. Adm.

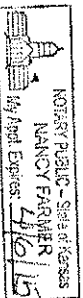
By: Kenneth Cox, Managing Partner

STATE OF KANSAS        }  
                                     }  
COUNTY OF HASKELL    }

Before me, the undersigned, a Notary Public, in and for said County and State, on this 16<sup>th</sup> day of July, 2014, personally appeared **Kenneth Cox**, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same in his capacity as Managing Partner of Cox Land, for the purposes and consideration therein expressed and in the capacity therein set forth.

My Commission Expires:

April 6, 2015



Nancy Farmer  
Notary Public

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## ADDENDUM TO OIL AND GAS LEASE

THIS ADDENDUM is an essential part of that certain oil and gas lease dated July 15, 2014, between Cox Land, a Kansas General Partnership, as Lessor and Adams Affiliates, Inc., as Lessee, covering the following described real estate situated in Haskell County, Kansas, to-wit:

### Township 28 South, Range 32 West, Section 5: S/2; Lots One (1), Two (2) and S/2 NE/4; Lots Three (3), Four (4) and S/2 NW/4

And any conflict between the lease provisions printed on the attached form and the provisions provided in this addendum shall be resolved in favor of the provisions contained herein, and the following provisions shall control.

1. All references heretofore made in this lease notwithstanding, all references to one-eighth (1/8) royalty are hereby amended to read three sixteenths (3/16) royalty.

2. In the event this lease is maintained in force and effect subsequent to the expiration of the primary term by reason of the production of oil and/or gas; this lease shall terminate as to all depths, horizons and geological formations located 100 feet below the base of the stratigraphic equivalent of the deepest producing geologic formation found in any wellbore located upon the leased premises or upon acreage unitized therewith.

3. Should a well site upon the above-described lands be within the traveling area of an overhead sprinkler system, the Lessee, prior to conducting operations thereon, shall consult with the Lessor in regard to said drilling operations. Any pits dug by Lessee for its operations shall not interfere with Lessor's sprinkler system. Lessee's operations shall be conducted in such a manner as will least disturb or interfere with Lessor's irrigation system and the surface contours of the leased premises. Lessee will install production equipment that will not interfere with the passage of said overhead sprinkler system by utilizing a low profile pump and installing all production equipment outside the travel area of the irrigation system.

4. In the event there are livestock on the described property, prior to any operations Lessee shall (a) fence all producing wells, tank batteries, pits, burn pits and all other equipment placed on the elapsed premises by Lessee with a good and sufficient fence capable of turning cattle (b) maintain and keep the fences and cattle guards in good repair during the term of the Lease and (c) keep all gates in said fences closed at all times or install a cattle guard in lieu thereof.

5. Lessee agrees to install necessary production, tank batteries and/or metering equipment along the county road or the corners of the property with an access road to any well located where the well or wells can be satisfactorily and safely produced. It is understood, however, that the sale of gas at a meter installed along the lease or property line shall, for the purpose of this lease, be considered to be a wellhead sale.

6. Without the express written permission of Lessor modifying this provision to the contrary, Lessee's actual well-drilling activities shall be limited to the "off seasons" for planting and harvesting crops grown on the leased premises. It is understood between the parties hereto that said "off seasons" generally are identified as being the months of October through January of each year.

7. Lessor shall have the right to purchase gas from Lessee at the wellhead price from any gas well located on the leased premises for use as fuel to pump water for irrigation of crops grown on the leased premises; provided, however, that the total amount of gas used by Lessor for such purposes in any given year shall not exceed the share of gas produced from the Lessor's land that is attributable to the designated unit. Such right to purchase shall be subject to the following terms and conditions:

- a) Any gas so purchased by Lessor shall be taken at or near the mouth of the well at a point to be designated by Lessee. All equipment necessary for the taking of gas and the measuring of same shall be furnished by Lessor at his own expense. Lessor agrees to pay any and all expenses and maintenance of the natural gas pipeline leading from the gas well to the irrigation well.
- b) The method of taking gas and the point of connection for taking must be such as to not interfere with the operation of the well and must be submitted to Lessee and accepted by it before gas is taken.
- c) Lessee shall bill Lessor monthly, quarterly, semi-annually or annually, at Lessee's option, for gas so taken by Lessor.

- d) Lessor shall defend, indemnify and hold Lessee harmless from and against all loss, cost expense and claim for damages of every kind and character to persons or property arising out of or in connection with reference to the gas taken, the use thereof, the equipment used, the manner of its use, or anything incident thereto or resulting therefrom, including claims based on acts of Lessor's contractors, sub-contractors, heirs, successors and assigns. Lessee, or its assigns, shall not be under any obligations to produce gas from any well unless practical or economical to do so.

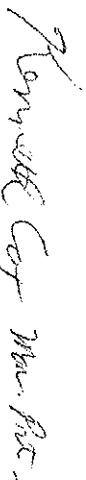
- e) Lessee, or his assigns, shall at all times have access to and from and around any equipment used by Lessor for taking gas and metering same.

- f) In the event this lease is maintained in force and effect subsequent to the expiration of the primary term by reason of the production of oil and/or gas; this lease shall terminate as to all depths, horizons and geological formations located 100 feet below the base of the stratigraphic equivalent of the deepest producing geologic formation found in any wellbore located upon the leased premises or upon acreage unitized therewith. It is understood that the gas supplied to Lessor is raw gas as produced at the well, and Lessee shall have no obligation to odorize the same; that, the gas may contain water, natural gasoline or other liquids; that, the pressure at the delivery point may fluctuate, and Lessor assumes the risk thereof.

**THIS LEASE AND ADDENDUM** and all of its terms, conditions and covenants shall extend to and be binding upon the parties, their heirs, successors, administrators, executors, trustees, legal and personal representatives and assigns.

**IN WITNESS WHEREOF**, Lessor has hereunto set his hand the day and year hereinabove stated, for identification purposes.

Cox Land, a Kansas General Partnership



By: Kenneth Cox, Managing Partner

Conservation Division  
District Office No. 1  
210 E. Frontview, Suite A  
Dodge City, KS 67801



Phone: 620-225-8888  
Fax: 620-225-8885  
<http://kcc.ks.gov/>

Shari Feist Albrecht, Chair  
Jay Scott Emler, Commissioner  
Pat Apple, Commissioner

Sam Brownback, Governor

July 24, 2014

Charles Crawford  
Adams Affiliates, Inc.  
1437 S. BOULDER, STE 930  
TULSA, OK 74119

Re: Temporary Abandonment  
API 15-081-21429-00-01  
COX 1-5  
SE/4 Sec.05-28S-32W  
Haskell County, Kansas

Dear Charles Crawford:

"Your temporary abandonment (TA) application for the well listed above has been approved. In accordance with K.A.R. 82-3-111 the TA status of this well will expire 07/24/2015.

- \* If you return this well to service or plug it, please notify the District Office.
- \* If you sell this well you are required to file a Transfer of Operator form, T-1.
- \* If the well will remain temporarily abandoned, you must submit a new TA application, CP-111, before 07/24/2015.

You may contact me at the number above if you have questions.

Very truly yours,

Michael Maier"