

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

**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.*

Form T-1

April 2019

Form must be Typed  
Form must be Signed  
All blanks must be Filled

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.: \_\_\_\_\_. Recommended action: \_\_\_\_\_

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

Authorized Signature

DISTRICT \_\_\_\_\_ EPR \_\_\_\_\_ PRODUCTION \_\_\_\_\_ UIC \_\_\_\_\_

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

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

*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: \_\_\_\_\_

### Bill of Sale of Personal Property

For valuable consideration, the receipt of which is acknowledged, B&D Oil, LLC conveys to Duke Oil, LLC:

Oil and gas wells and equipment, including but not limited to, well bores, pumping units, tanks, pipe, electric motors and electrical equipment, downhole pumps, and oil remaining in the tanks

located on the Worthington Lease – tracts in Section 13, Township 21S, Range 19E, Anderson County, Kansas.

All property is conveyed as is, where is, with no warranty, express or implied, or any warranty for fitness for a particular purpose.

B&D and Duke shall execute a Kansas Corporation Commission T-1 form as soon as reasonably practical to transfer ownership and liability of the wellbores to Duke Oil.

**Dated: October 15, 2020**

**Signed:**

**B&D Oil, LLC**

**Duke Oil, LLC**

  
By: Bryan Adams, Managing Member

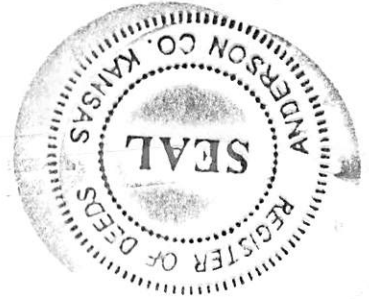
 11-28-20  
By: Brian Duke, Managing Member

STATE OF KANSAS  
ANDERSON COUNTY } SS

Fee \$21.00

This instr was filed for Record  
on this 12<sup>th</sup> day of Jan A.D. 2021  
at 3:55 P M, and duly Recorded  
Book 116 of MCL on Page 165

Sandra J. Baughen  
REGISTER OF DEEDS  
By \_\_\_\_\_ Deputy



### RELEASE – OIL & GAS LEASE

Pursuant to K.S.A. § 55-201, et. seq., Bryan Adams and B&D Oil, LLC, release and relinquish all title and interest to the Oil & Gas Lease(s):

**Lessor:** Max Less Worthington and Deborah Ann Worthington

**Lessee:** Raymond S. Cook and Walter L. Adams

**Dated:** May 1, 1984

**Recorded:** Book 14 O&G; Page 14 Anderson County Register of Deeds

**Legal:** Northwest ¼ of the Northeast ¼ of Section 13; and

A tract beginning at the Northwest corner of the Northeast ¼ of the Northeast ¼ of Section 13, thence South 45 5/8 rods, thence East 45 5/8 rods, thence North 45 5/8 rods, thence West 45 5/8 rods to the place of beginning; and

A tract beginning 45 5/8 rods South of the Northwest corner of the Northeast ¼ of the Northeast ¼ of Section 13, thence East 26 rods to the center of the South Pottawatomie Creek, thence following the channel of said creek in a southwesterly direction to the point where said creek crosses the West line of the East ½ of said quarter section, thence North 14 rods to the place of beginning;

*All contained in: Township 21 South, Range 19 East, Section 13*

Parties above are successors in interest to Walter L. Adams, deceased.

**Dated:** October 14, 2020

**Signed:**

**B&D Oil, LLC**

Bryan Adams  
By: Bryan Adams, Managing Member

Bryan Adams  
Bryan Adams

**Anderson County, Kansas**

This release was acknowledged before me by Bryan Adams, individually and as the managing member of B&D Oil, LLC.

Lisa Headrick  
Notary Public

**My Commission Expires:**



*116 MCL Page 165*

KANSAS CORPORATION COMMISSION  
CONSERVATION DIVISION



# CERTIFICATE OF LICENSE

NO. 35793

THE BUSINESS ENTITY NAMED BELOW IS LICENSED WITH THE KANSAS CORPORATION COMMISSION. THIS CERTIFICATE OF LICENSE SHALL BE IN FULL FORCE AND EFFECT UNTIL ITS DATE OF EXPIRATION OR UNTIL SURRENDERED, SUSPENDED OR REVOKED AS PROVIDED BY K.S.A. 55-162. THIS CERTIFICATE OF LICENSE IS NON-TRANSFERABLE TO OTHER BUSINESS ENTITIES.

Duke Oil LLC  
24243 NW 1400 RD  
GARNETT, KS 66032

THIS CERTIFICATE OF LICENSE EXPIRES 11/30/2021

Dwight D. Keen

COMMISSIONER

Susan K. Duffy

COMMISSIONER CHAIR

Andrew J. French

COMMISSIONER



AGREEMENT, Made and entered into  
December 15th  
Max Lee Worthington and Deborah Ann Worthington

2020, by and between:

Brian Lee Duke

Party of the first part, hereinafter called lessor (whether one or more) and

Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of \_\_\_\_\_ 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 said lessee, for the sole and only purpose of mining and operating for oil and gas, and 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 Anderson

State of Kansas, described as follows, to-wit:

See attached Exhibit A

of Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_ and containing \_\_\_\_\_ acres more or less.

It is agreed that this lease shall remain in full force for a term of 4 years from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee

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

1st. To deliver to the credit of lessor, free of cost, in the pipe line to which he may connect his wells, and saved from the leased premises, \_\_\_\_\_ 1/5 part of all oil produced

2nd. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty 1/5 of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty 1/5 of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty 1/5 of the proceeds from the sale of gas as such at the mouth of the well where gas only is found and where such gas is not sold or used, lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used as royalty, an amount equal to the delay rental provided in the next succeeding paragraph hereof, and while said royalty is so paid or tendered this lease shall be held as a producing lease under the above term paragraph hereof; the lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of such gas to be at the lessor's sole risk and expense.

If no well be commenced on said land on or before \_\_\_\_\_, this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in The \_\_\_\_\_ Bank at

\_\_\_\_\_ or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of \_\_\_\_\_ DOLLARS, which shall operate as a rental and cover

the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods or the same number of months successively. All such payments or tenders of rental may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date either direct to lessor or assigns or to said depository bank. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the Lessee may at any time execute and deliver to Lessor, or place of record, a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as herein before provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

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

When requested by lessor, lessee shall bury his pipe lines 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 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 lessee shall commence to drill a well within the term of this lease or any extension thereof, the lessee shall have the right to drill such well to completion with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with the like effect as if such well had been completed within the term of years herein first mentioned.

If the estate of either party hereto is transferred, and the privilege of transferring in whole or in part is expressly allowed, or if the rights hereunder of either party hereto are vested by descent or devise, the covenants hereof shall extend to and be binding on the heirs, devisees, executors, administrators, successors, or assigns, but no change in the ownership of said land or of any right hereunder shall be binding on the lessee until after lessee has been furnished with the original or a certified copy thereof of any transfer by lessor or with a certified copy of the will of lessor together with a transcript of the probate thereof or, in the event lessor dies intestate and his estate is being administered, with a transcript of the administration proceedings or, in the event of the death of lessor and no administration being had on the estate, with an instrument satisfactory to lessee executed by lessor's heirs authorizing payment or deposit or tender for deposit to their credit as hereinbefore provided, at least thirty days before said rentals and royalties are payable or due, and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the above described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rents due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee respect to the assigned portion or portions arising subsequent to the date of assignment. If the leased premises are now or hereafter owned in severally or in separate tracts, the premises, nevertheless, may be developed and operated as an entirety, and the royalties shall be paid to each separate owner in the proportion that the acreage owned by him bears to the entire leased area. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may hereafter be divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks for the oil produced from such separate tracts.

Lessor hereby warrants and agrees to defend the title to the lands herein described, and 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 to the rights of the holder thereof and may reimburse itself from any rental or royalties accruing hereunder.

The terms, covenants, and conditions hereof shall run with said land and herewith and shall be binding upon the parties hereto, their heirs, administrators, devisees, executors, successors and assigns; however, all express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor lessee held liable for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

Whereof witness our hands as of the day and year first above written.

Max Lee Worthington  
Deborah Ann Worthington

(SEAL)

(SEAL)

(SEAL)

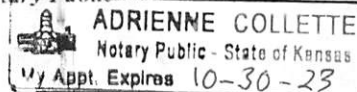
(SEAL)

(SEAL)

(SEAL)

STATE OF Kansas ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)  
COUNTY OF Anderson  
The foregoing instrument was acknowledged before me this 11 day of January, 19 2021  
by Max Lee Worthington and Deborah Ann Worthington  
My commission expires 10-30-23

Notary Public



STATE OF \_\_\_\_\_ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)  
COUNTY OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)  
COUNTY OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)  
COUNTY OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_  
Notary Public

No. \_\_\_\_\_  
**OIL AND GAS LEASE**

FROM

TO

Date \_\_\_\_\_, 19\_\_\_\_

Section \_\_\_\_\_ Twp. \_\_\_\_\_ Rge. \_\_\_\_\_

No. of Acres \_\_\_\_\_ Term \_\_\_\_\_

County \_\_\_\_\_

STATE OF Kansas

County Anderson

This instrument was filed for record on the 12<sup>th</sup>

day of January 2021

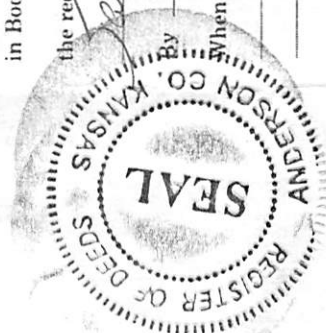
a 12:55 o'clock P.M., and duly recorded

in Book 22046 Page 35 of \_\_\_\_\_

the records of this office.

Register of Deeds.

When recorded, return to \_\_\_\_\_



STATE OF \_\_\_\_\_ ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)  
COUNTY OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_  
by \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_  
corporation, on behalf of the corporation.  
My commission expires \_\_\_\_\_

Notary Public

22046/35



## Exhibit A

This Lease covers the Lessor's tract(s) of land in Anderson County, Kansas described as:

Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 13; and

A tract beginning at the Northwest corner of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 13, thence South  $45 \frac{5}{8}$  rods, thence East  $45 \frac{5}{8}$  rods, thence North  $45 \frac{5}{8}$  rods, thence West  $45 \frac{5}{8}$  rods to the place of beginning; and

A tract beginning  $45 \frac{5}{8}$  rods South of the Northwest corner of the Northeast  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 13, thence East 26 rods to the center of the South Pottawatomie Creek, thence following the channel of said creek in a southwesterly direction to the point where said creek crosses the West line of the East  $\frac{1}{2}$  of said quarter section, thence North 14 rods to the place of beginning;

All contained in - Township 21 South, Range 19 East of the 6th P.M. Containing 54 acres, more or less (the "Leased Land").

22 040/  
35