

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.: _____.

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.

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.

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 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: _____

NZ

Raymond Scales, Labette County
Register of Deeds

Book: 00056 Page: 19

Receipt #: 48232

Total Fees: \$89.00

Pages Recorded: 5

Raymond Scales

Date Recorded: 4/22/2022 2:32:22 PM

ORIGINAL COMPARED WITH RECORD

OIL AND GAS LEASE

This Lease agreement ("Lease") made and entered into this 28 day of March, 2022, by and between Barr Cattle Company LLC., whos address is 52510 E 160 RD Miami OK, 74354, hereinafter called **Lessor** (whether one or more) and Cross Country Ventures LLC, whose address is 2433 Locust Rd, Street Fort Scott, KS 66701 their successors and assigns, hereinafter called Lessee:

WITNESSETH, That the Lessor, for and in consideration of **TEN AND MORE (\$10.00+) DOLLARS** cash in hand paid, the receipt and sufficiency are hereby acknowledged, and the covenants and agreements hereinafter contained, has granted, demised, Leased and let, and by these presents does hereby grant, demise, Lease and let exclusively unto the said Lessee, the land hereinafter described, for the purpose of investigating, exploring by geophysical and other methods, drilling, operating, producing, and owning oil, gas, and other hydrocarbons and all other minerals or substances, whether similar or dissimilar, including but not limited to, coalbed methane, water, helium, nitrogen, carbon dioxide, and all substances produced in association therewith from all subsurface formations including coal bearing formation, that may be produced from any well drilled under the terms of this lease ("Leased Substances"), and for the dewatering of subsurface strata in an effort to produce coalbed methane gas, and for injection water, produced brine, and other fluids, gas, air, and other substances into subsurface strata, whether said fluids come from the Leased premises, or lands operated in conjunction therewith, together with the rights of way and easements for accessing, constructing, operating, maintaining, and building of roads, bridges, pipelines, electrical lines, telephone lines, tanks

power stations, and other structures and facilities for drilling, producing, operating or maintaining wells on the Leased premises or other structures and facilities for said lands, and rights of way and easements for erection of structures and facilities thereon to produce, save, take care of, treat, process, compress, store and transport said products and products manufactured therefrom, and to inject said fluids, and when it relates to operations on or production from the Leased premises or lands operated in conjunction therewith, all that certain tract of land together with any reversionary, remaindermen and executory rights therein, situated in **Labette County, Kansas**, described as follows, to wit :

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION OF PROPERTY

And containing 320 acres, more or less. It is the intention of the Lessor to and Lessor does hereby include in this Lease and does hereby GRANT, LEASE, AND LET unto Lessee for the herein stated purposes all of Lessor's interest in the herein described section(s), township(s) and range(s) whether correctly described herein or not, and all future interests and after acquired interests of Lessor in the described lands, together with all strips, accretions, islands, submerged lands and lands underlying roads, easements, rights of way and other lands which traverse or adjoin the described lands and owned or claimed by Lessor. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of the Lease premises and/or to cure any title defects in said land.


1. It is agreed that this lease shall remain in force for a term of Two (2) years (Primary Term) from this date and as long thereafter as any Leased Substance of whatsoever nature or kind is produced from Leased premises or drilling, reworking or other operations are continued as in hereinafter provided.
2. PAID-UP LEASE. This Lease may be maintained during the Primary Term hereof without further payment or drilling operations. If Lessee shall commence to drill a well within the Primary Term of this Lease or an extension thereof, then 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, to be found in paying quantities, this Lease shall continue and be in force with like effect as if such well had been completed within the Primary Term.
3. ROYALTY. Lessor shall receive royalties as follows:
 - A. Lessee shall deliver to the credit of Lessor as royalty, free of costs of production, into the pipeline or storage tanks to which Lessee may connect its wells, the equal ONE-EIGHTH (1/8) part of all OIL produced, saved and marketed from the leased premises.
 - B. Lessee shall pay to Lessor as royalty on all gas of whatsoever nature or kind produced and marketed from the leased premises ONE-EIGHTH (1/8) of the market value at the wellhead. The only exception would be Gas used for production purposes of any kind, for generating electricity or for flooding the producing formation(s).
4. FORCE MAJEURE. All provisions hereof, express or implied, shall be subject to all federal and state laws, and the orders, rules, or regulations of all governmental agencies administering the same, and this Lease shall not be in any way terminated wholly or partially, or shall Lessee be liable in damages for failure to comply with any of the express or implied provisions hereof, if such failure accords with any such laws, orders, rules or regulations. Lessee shall not be liable in damages, forfeiture or termination, on account of breach of covenant, express or implied, or failure of any condition necessary to keep this Lease in force, which results from force majeure: and the obligations of

Lessee shall be suspended if and while drilling or other operations are delayed or interrupted by force majeure which includes Acts of God, storms, floods, strikes, shortage of labor or materials, blowout, breach of contracts by subcontractors or suppliers, surface or subsurface conditions which impede normal operations, or which would result in more damages or waste, or any reason or cause beyond the control of Lessee. Lessee to have reasonable time (180 Days) after force majeure to within which to resume performance under the Lease. Any force majeure time lost will be added to the length of Lease.

5. LESSER INTEREST. If said Lessor owns a lesser interest in the above described land then the entire and undivided fee simple estate herein, then royalties and other payments herein provided shall be paid to said Lessor in the proportion that their interest bears to the whole and undivided fee title. If more than one party has executed this Lease as Lessor, then this provision applies to each such party.
6. OPERATIONS AND REMOVAL: Subject to this grant by Lessor to Lessee contained herein with respect to Lessee's right to install piping and wiring where necessary for heavy oil production operations. Lessee will bury pipelines below plow depth wherever reasonably possible. No wells to be drilled within 300' without approval of the Lessor of any house or barn. Lessee to return property in good condition, all wells plugged, pits filled, restored as close to original as reasonably possible to original condition of land prior to Lease.
7. RIGHT OF WAY: For consideration of the Lease fees, Lessee to have right to install pipelines and electrical lines and driveways to the wells on the property to be built and maintained by the Lessee to the depth of a plow or 3 feet in depth that are integral to the Heavy Oil recovery operation. Rights of Ingress and Egress at any time during length of lease for Lessee, and for transport trucks for oil shipment or diluent delivery. ROW covenant to run with the land and to Lessee's successors and assigns.
8. DISPOSAL: Lessor grants Lessee the right to drill a disposal well if necessary, for excess water and fluids from well(s) and to allow Lessee to inject waste water and fluids down said Disposal Well(s) as necessary for economical operations of the heavy oil field. All disposal wells to be permitted and inspected by the Kansas Department of Natural Resources and must comply with all Federal and State regulations regarding disposal wells.
9. BREACH: The breach of any obligation under any provision or covenant of this Lease, express or implied, shall not work a forfeiture or termination of the Lease nor be grounds for cancellation unless Lessor first notifies the Lessee in writing of the breach and the facts relied upon as constituting such breach, together with a demand for the specific performance thereof, and the Lease if in default, fails within a reasonable time thereafter to commence compliance with the obligation imposed, 90 days to cure.

10. ASSIGNMENT AND ENTIRETY: If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, and the covenants of this Lease extend to their heirs, executors, administrators, successors, or assigns. Notice of such assignments must be given to either party 30 days before such assignment.
11. WARRANTY AND SUBROGATION: Lessor hereby warrants and agrees to defend the title to the lands herein described 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 any other liens on the above described lands in the event of default of payment by the Lessor, and be subrogated to the rights of the holder thereof, and the Lessee may reimburse itself for such payments out of any royalties or payments due or payable to Lessor.
12. ENVIRONMENTAL: Lessee to be responsible for any environmental issues or damage to property after the Lease goes into effect that are caused by drilling or operations of the Lessee. Any environmental damage to the property that occurred prior to this Lease going into effect is the sole responsibility of the Lessor.
13. ASSIGNMENT: LESSOR Hereinafter Grants To Lessee Liability and Ownership of all oil wells whether Producers or Injectors on leased premises and any and all oilfield equipment left behind by previous Lessee's including but not limited to, Producing wells, Injector Wells, Pumps, Tanks, Pipe, Trailers, Electrical Boxes, Tools, Pipe Fittings, Buildings, Sheds, Skids, Frac Trailers, Compressors, Mud Pumps, Light Poles, Breaker Boxes, Phase Converters, Wiring, Injection Pumps, Generators, And Such Forth.
14. Lessee shall be liable to fence around all wells. Lessee shall pay all property taxes on oilfield property. Lessee will be held liable to restore the field to its original condition if production ceases to exist for a period of 180 days or more. Lease shall remain in effect as long as there is producing fluids being pumped into the tanks.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

X 
Dan Barr
Bar Barr Co. LLC

X _____

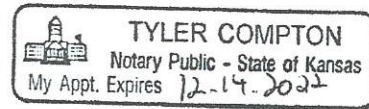


Lane Cutler

Cross Country Ventures LLC

ACKNOWLEDGMENT

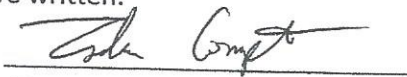
STATE OF KANSAS)



) SS.
COUNTY OF Labette)

BE IT REMEMBERED, on this 2nd day of March, 2022, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Lane Cutler and Joe Bob Wright, who is personally known to me to be the same person who executed the above and forgoing instrument, and said person duly acknowledged the execution of the same to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Notary Public

My appointment expires: 12-14-2022

EXHIBIT A:

Pg. 1

Attached to and made a part hereof that certain Oil and Gas leased dated

3-28-22, between Barr Cattle Company LLC., as Lessor and Cross Country Ventures LLC., as Lessee.

Property Description:

Tract 1

Township 35S, Range 21E, Sec. 10: RI0282 NE $\frac{1}{4}$ Excluding ROW, And RI0287 SE $\frac{1}{4}$ Excluding ROW, Labette County, Kansas