

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 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

AGREEMENT made and entered into this 1st day of May, 2025 by and between Clark L. Griffith and James W. Griffith, Trustees of the Louis A. Griffith Jr. Living Trust, Dated, 12/28/1996 whose address is 80425 NE 10th Ave., Iuka, KS 67066 hereinafter called Lessor (whether one or more), and Thomas Garner, Inc., whose address is 20 NE 20th Ave. St. John, KS 67576, hereinafter called Lessee.

Lessor, in consideration of ten (10) dollars and other valuable consideration in hand paid, receipt of which is hereby acknowledged and of the royalties herein provided and of the agreements of the Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, by geophysical and other means, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with a reversionary rights and after acquired interest, therein situated in the county of Stafford State of Kansas, described as follows, to wit:

LEGAL DESCRIPTION:

Tract 1: SW/4 Sec. 36-T25S-R13W

and containing (160) acres, more or less, and all accretion thereto. Notwithstanding any wording contained herein, Lessor and Lessee expressly agree that each tract identified above shall be treated for all purposes as a separate and independent lease. All provisions contained herein shall be applicable to each tract and construed as if a separate lease agreement has been made and executed covering each tract. Lessor and Lessee intend that this Oil and Gas Lease cover and include all lands owned or claimed by Lessor that are adjacent or contiguous to the land actually described herein.

Subject to the provisions herein contained, this lease shall remain in force for a term of (3) Years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons or gas or other respective constituent products, or any of them is produced from said land or lands pooled therewith. If it is determined that lessee has failed to produce in paying quantities, Lessor and Lessee agree that Lessee shall have the right to maintain this Oil and Gas Lease if a prudent operator would expect to return a profit by continuing operations.

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 Lessee may connect wells on said land, the equal One-Eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay Lessor for gas of whatsoever nature or kind produced and sold or used off the premises, or used in the manufacture of any products therefrom, One-Eighth (1/8th), at the market price at the well, (but, as to gas sold by Lessee, in no event more than One-Eighth (1/8) of the proceeds received by Lessee from such sales), for the gas sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, Lessee may pay or tender as royalty One Dollar per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph. Lessor and lessee agree that Lessee shall have the right to deduct applicable taxes associated with the Lessor's part of the production.

This lease may be maintained during the primary term hereof without further payment or drilling operations. If the Lessee shall commence to drill a well, which would include but not limit to building location, moving completion or drilling rig in, and spudding 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, liquid hydrocarbons or gas, or either of the, 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 terms of years first mentioned. In the event oil, liquid hydrocarbons, gas, or other respective constituent products are not found in paying quantities from such well, Lessee shall have 180 days to commence to drill new well(s) to completion with reasonable diligence and dispatch, and if oil, liquid hydrocarbons or gas, or either of the, 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 terms of years first mentioned. Lessor and Lessee expressly agree that Lessee shall not be subject to any implied covenants during the primary or secondary terms of this lease, including, without limitation, the following: (1) covenant to drill exploratory wells, (2) covenant to drill additional wells after discovery, (3) covenant to protect against drainage by wells on adjoining leases.

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 for shall be paid to the Lessor only in proportion which Lessor's 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 Lessee's operations thereon, except water from wells of Lessor.

No well shall be drilled nearer than (300) feet to the house or barn now on said premises without the written consent of Lessor.

Lessee shall have the right at any time within (12) Months after plugging out this lease to remove all the Lessee's machinery and fixtures placed on said premises relating to the production of oil and gas, including the right to draw and remove casing.

If the estate of either party hereto 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, but no change in the ownership of the land or assignment or rentals 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 after the date of assignment.

Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of above-described premises and thereby surrender this lease as to such portion or portions and be relieved of all obligators as to the acreage surrendered.

Whenever, as a result of any cause beyond Lessee's control, including but not limited to fire, rain, flood, snow, wind, disease, theft, or other Act of God, decision, law, rule, or regulation of any local, state, federal government, government agency or court, or inability to secure men, material, or transportation, Lessee is

prevented from complying with any provisions contained herein ("force majeure event"), Lessee shall have 180 days after cessation of such force majeure event(s) in which to resume performance under the lease. Lessee shall declare each force majeure event by providing written notice to Lessor. This lease shall not be terminated, in whole or in part, nor shall Lessee be held liable for damages, because of Lessee's Failure to perform due to any force majeure event(s).

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 the undersigned Lessors, for themselves and their heirs, successors, and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease, or any portion thereof, with any land, lease or leases, in the immediate vicinity thereof, when is Lessee's judgment it is advisable to do so in order to properly develop the acreage covered by this lease with other lands by virtue of the development of vertical, directional or horizontal boreholes on such properties so as to promote the conservation of oil, gas or their minerals in and under that may be produced from said premises, such combination to be in unit or units not exceeding 640 acres, plus a ten percent (10%) tolerance, in the event of either an oil well or a gas well. Lessee shall execute in writing and record in the records of the county in which the land herein leased is situated an instrument identifying and describing the acreage that has been so combined or unitized. The entire acreage so combined into a unit shall be treated for all purposes as if such lands were included in this lease. If production is found on the unitized acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. Lessor shall receive on production from a unit so formed only such portion of the royalty stipulated herein as the amount of his or her acreage placed in the unit for his or her royalty interest therein on an acreage basis bears to the total acreage in the unit.

In the event the term of this lease has not been extended by production or some other provision contained in the lease, Lessee is hereby given the exclusive right and option to extend the primary term of this lease as to all or any portion of the land covered hereby for an additional (2) Years from the date of the expiration of the original primary term. This option may be exercised by Lessee at any time during the last year of the original primary term hereof by paying or tendering to Lessor, or its successor, the sum of Fifty Dollars (\$50.00) per net mineral acre covered by this lease. Should this option be exercised as herein provided, it shall be considered for all purposes as though this lease originally provided for a paid-up primary term of (5) years. Payment shall be considered made and option exercised by mailing payment to last known address of Lessor or its assigns.

SEE ADDENDUM attached hereto and made a part hereof.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

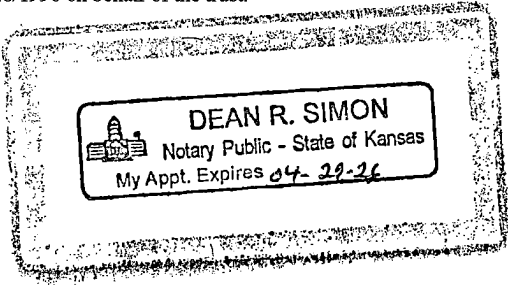
Clark L. Griffith
By: Clark L. Griffith

James W. Griffith
By: James W. Griffith

ACKNOWLEDGMENT

STATE OF KANSAS
COUNTY OF Pratt

Signed or attested before me on this 15 day of May, 2025, by Clark L. Griffith and James W. Griffith, Trustees of the Louis A. Griffith Jr. Living Trust, Dated 12/28/1996 on behalf of the trust.



Dean R. Simon
Notary Public: DEAN R. SIMON
Commission Expires: 04-29-26

ADDENDUM to Oil and Gas Lease dated 5-1-2025, by and between Clark L. Griffith and James W. Griffith, Trustees of the Louis A. Griffith Jr. Living Trust, Dated, 12/28/1996 whose address is 80425 NE 10th Ave., Iuka, KS 67066, and Thomas Garner Inc. whose address is 20 NE 20th Ave. St. John, KS 67576, as Lessee, covering the following lands in Stafford County, Kansas:

LEGAL DESCRIPTION

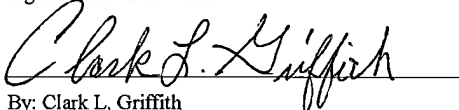
Tract 1: SW/4 Sec. 36-T25S-R13W

In the event of conflict between the lease provisions and the provisions of this addendum, the provisions of this addendum shall be binding and conclusive.

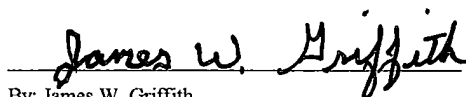
1. Lessee shall not deduct from royalty payments due to Lessor any costs, including but not limited to compression, dehydration, transportation and gathering, or such other costs to produce gas or oil, and their constituents' products, or costs to place such gas or oil in a marketable condition, only as such costs are incurred on the leased premises. However, certain costs actually paid by Lessee for processes applied after the point of sale which enhance the product and results in both Lessor and Lessee receiving a better price for the product may be deducted from the Lessor's royalty in proportion to Lessor's royalty share.
2. Lessee shall bury pipelines and utility lines to a depth of not less than thirty-six (36) inches below the surface. All slush pits shall be filled and leveled in a workmanlike manner within 60 days of receipt of Kansas Corporation Commission (KCC) permission to execute the same.
3. Lessee reserves the right to designate all routes of ingress and egress. Prior to the construction of any roads, pipelines, tank battery installations, or installation of other equipment on the leased premises, Lessee shall consult and agree with the surface owner as to the location and direction of the same.
4. No well drilled on the leased premises shall be used for the disposal of salt water from wells off of the leased premises without the written consent of Lessor and without compensating Lessor for its use. This paragraph does not apply to disposal of waters from wells of Lessor on said lease premises.

5. In the event there is no production in paying quantities found by any operations undertaken by Lessee during the primary term of the lease and there is an abandonment of said lease, the Lessee shall fill all pits, ponds, remove all structures and reasonably restore the premises to the condition existing at the time the lease was executed. Within six (6) months after the expiration of the lease by its terms, Lessee shall have the obligation to restore, as nearly as practical.
6. Lessee shall maintain all roads, well sites and production facilities in a clean and respectable condition, reasonably free of weeds and trash.
7. Should a well drilled on the premises be abandoned for any reason, Lessee shall have six (6) months (weather permitting) from the date of abandonment to remove all materials, including buried pipelines. Any such materials remaining on the premises after six (6) months shall become the property of Lessor.
8. Lessee agrees that it will comply with all regulations and statutes of all governmental entities having jurisdiction over compliance with environmental legislation. Lessee further agrees to accept the leased premises in its "as is" condition. It is acknowledged that Lessee has been advised to inspect the property to determine that is suitable for the purpose intended and to ascertain that no environmental hazards or toxins are now present.
9. Lessee shall indemnify and hold Lessor harmless from any claims, damages, actions or clauses of action from any environmental damage or contamination caused or contributed to by Lessee subsequent to the commencement of this lease. Lessor shall indemnify and hold Lessee harmless from any claims, damages, actions, or clauses of action from any environmental damage or contamination caused or contributed to by Lessor or by previous parties Lessor may have leased property to prior to the commencement of this lease.
10. It is understood and agreed that the Lessee agrees to pay for damages to property caused by the drilling of any well or placing of any pipes, pipelines, pumps and tank batteries relating to such well which shall be placed on said property. Damages shall be paid to the surface owner at the start of drilling operations and shall be at least \$2,500.00 which will cover one well site of not more than three (3) acres and road totaling not over one (1) acre. Any land damages or use in excess of such four acres shall be paid for separately immediately after completion of drilling operations. Damages shall be equally applicable to cultivated lands and native grasses and pasture.
11. It is understood and agreed that any shut in royalties due and payable under the terms of this lease shall be computed and paid on the basis of ten dollars (\$10.00) per net mineral acre covered hereby. Notwithstanding any other provisions of this lease, it is expressly understood and agreed that after the primary term, this lease cannot be maintained in force solely by the payment of shut in gas royalty for any one period in excess of two (2) years, consecutive or otherwise.
12. When preparing development locations, the top soil shall be segregated to be replaced on the surface upon completion of drilling activities. Any terraces driven over or altered for drilling or tank locations shall be restored to original height and contour as nearly as is practicable.
13. A sufficient dike shall be placed around tank batteries. Also tank batteries and pumping equipment units shall be fenced to restrain cattle in pastures or on ground that Lessor grazes cattle on milo stalks or wheat. Lessee or assigns agrees to comply with all applicable Federal, State and Local laws and regulations.
14. Lessee or assigns will consult with Lessor as to the location of all roads on the property and will locate roads so as to minimize interference with farming operations.
15. It is recognized that Lessor is now engaged in irrigation practices and all activities and operations by the Lessee or its agents shall not interfere with Lessor's use or intended use of said described real estate for irrigation purposes. Seismic exploration activities or actual drilling operations on the described property shall be conducted so as not to interfere with Lessor's or tenant's farming and irrigation practices during planting and irrigation seasons and until crops are harvested. No drilling operation shall be conducted within three hundred (300') of any irrigation well. In the event production is secured and a tank battery installation is necessary, such tank battery shall be located in any corner of the described quarter section as desired by Lessor. No installation shall be placed upon any part of said land that would prohibit or interfere with the use of an irrigation system similar to what is commonly called a "center-pivot irrigation system" unless agreed to in writing by Lessor. It is the intention of the parties to reduce the amount of land used by Lessee to a minimum. No ramps shall be used to allow an irrigation system to clear any equipment placed on the property for the drilling, exploration, or production of oil or gas.
16. It is expressly agreed, notwithstanding anything to the contrary herein, that if this lease be in force and effect for five (5) years after the expiration of the primary term or any extension thereof, the lease shall thereupon terminate as to the oil and gas rights in all zones or formations of the leased premises 100 feet below the deepest well drilled on the leased premises or lands unitized therewith. Lessee shall be obligated to file of record in the courthouse a release of the lease covering such non-producing zones of formations within sixty (60) days following written demand thereof after the expiration of the primary term or any extension thereof.
17. Lessee agrees to furnish Lessor promptly, upon written request, a true copy of all of the following information pertaining to the leased premises or land unitized therewith, copies of any filings made to the Kansas Corporation Commission.
18. The undersigned hereby gives the exclusive right to Lessee, and/or its assigns to enter the above described property with the necessary equipment for the purpose of conducting a seismic and/or geological survey. Lessee and/or its assigns shall conduct all operations in a careful, diligent, workmanlike manner. Necessary line clearance and tree trimming is authorized.

Signed for Identification:



By: Clark L. Griffith



By: James W. Griffith