

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.

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

Reorder No.
09-115Wichita KS, 67201-0793
1-888-4K3BLUE
1-316-264-9344 Wichita
1-316-264-5165 fax
www.kbp.com • kbp@kbp.comAGREEMENT, Made and entered into the 21st day of May, 2015

by and between

Steven R. Etheridge and Vanessa A. Etheridge, Trustees of the Steven R. Etheridge Trust #1, dated July 1, 2003

302 W. Central, Medicine Lodge, Kansas 67104

whose mailing address is

hereinafter called Lessor (whether one or more),

and Roberts Resources, Inc.2020 N. Tyler Rd., Suite 106 Wichita, Kansas 67212

, hereinafter called Lessee:

Lessor, in consideration of \$10.00 and other valuable consideration Dollars (\$ 10.00) 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 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 any reversionary rights and after-acquired interest, therein situated in County of Barber State of Kansas described as follows to-wit:

S/2 W/2 SE/4 of Section 9

W/2 NE/4 of Section 16

In Section 32 S, Township 12 W, Range 120 and containing 120 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of (3) three years from this date (called "primary term"). and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

In consideration of the premises the said lessee covenants and agrees: five-thirty seconds (5/32) instead of one-eighth (1/8) in all cases

1st. To deliver to the credit of lessor, free of cost, in the pipe line 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 (1/8) 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 (\$1.00) 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.

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 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 like effect as if such well had been completed within the term of years first mentioned.

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 the said lessor only in the 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 operation thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

No well shall be drilled nearer than 250 feet to the house or barn now on said premises without written consent of lessor.

Lessee shall pay for damages caused by lessee's 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 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 of 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 subsequent to 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 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.

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 in damages, 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.

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 other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or 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. If production is found on the pooled 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. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty stipulated herein as the amount of his acreage placed in the unit or his royalty interest therein on an acreage basis bears to the total acreage so pooled in the particular unit involved.

This Lease is subject to the attached addendum, incorporated by reference to this lease, said addendum shall control when in conflict with any provision of this lease agreement.

State of Kansas, Barber Co., SS

This Instrument was filed for record on

the 22 day of May2015 at 8:55 o'clock A. M., andduly recorded in book 355 on page 551Betty Jo Swayden

Register of Deeds

Fees \$44.00

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

Witnesses:

Steven R. Etheridge, Trustee

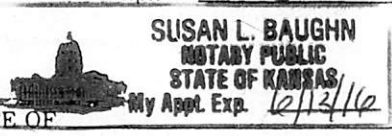
Steven R. Etheridge, Trustee

SS# 509-58-0645Vanessa A. Etheridge, Trustee

Vanessa A. Etheridge, Trustee

SS# 515-64-5609

STATE OF Kansas
COUNTY OF Sedgwick ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
The foregoing instrument was acknowledged before me this 21st day of May, 2015,
by Steven R. Etheridge and Vanessa A. Etheridge
Trustees of the Steven R. Etheridge Trust #1

My commission expires June 13, 2016
 Susan L. Baughn
Notary Public

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

My commission expires _____
Notary Public

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

My commission expires _____
Notary Public

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

My commission expires _____
Notary Public

No. _____	OIL AND GAS LEASE	FROM	TO	Date _____	Section _____	Twp. _____	Rge. _____	No. of Acres _____	Term _____	County _____	STATE OF _____	County _____	This instrument was filed for record on the _____ day of _____, _____, at _____ o'clock _____ M., and duly recorded in Book _____ Page _____ of the records of this office.	By _____	When recorded, return to _____	Register of Deeds.

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

ADDENDUM TO OIL AND GAS LEASE

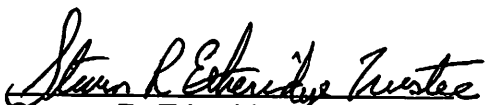
(Attached to that certain Oil and Gas Lease dated May 21, 2015 as described herein below and hereby made a part thereof, containing 3 pages, 17 provisions.

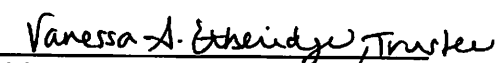
This Addendum is made part of a certain oil and gas lease dated May 21, 2015, by and between **Steven R. Etheridge and Vanessa A. Etheridge, Trustees of the Steven R. Etheridge Trust #1**, dated July 1, 2003 hereinafter known as LESSOR, and **Roberts Resources, Inc., 2020 N. Tyler Rd., Suite 106, Wichita, KS 67212** hereinafter known as LESSEE, covering those particularly described lands as described on the oil and gas lease to which this Addendum is attached thereto as situated in Sections 9 and 16, Township 32 South, Range 12 West in Barber County to the same extent as if the provisions hereof had been originally written in said Lease. In the event of conflict between the Lease provisions and the provisions provided in this Addendum, the provisions of this Addendum shall control and be binding. By accepting and recording this Lease and Addendum the Lessee agrees to the terms of this Lease and Addendum.

1. The royalty for both oil and gas produced under this lease is 5/32 or (.15625) instead of 1/8 (.12500) of the market value at the wellhead. Lessee agrees to pay the Lessor the above reserved royalty free and clear of all costs of producing, storing, separating, treating, dehydrating, compressing, processing, and transporting the oil or gas or other products to the pipeline of the purchaser or gatherer or making the oil or gas ready for sale. The Lessor specifically will not be responsible for the cost of building, laying, or maintaining a line from a well to the purchaser's pipeline.
2. Use of any surface water located on the premises is prohibited.
3. Any fresh water wells drilled on this lease by Lessee shall be left cased, intact and ownership transferred to Lessor when abandoned by Lessee. The use of fresh water wells provided under this lease is limited for drilling and completion operations on Lessors Land only. Lessee shall specifically not have the right to use fresh water from the above described premises for the purpose of water flooding.
4. Lessor reserves the right to designate all routes of ingress and egress. Prior to the construction of any well locations, roads, pipelines, tank battery installations or installations of any other equipment on the leased premises, Lessee shall consult and agree with Lessor as to the location and direction of the same. It is understood and agreed between the parties that any pipe lines located on this lease shall be buried and maintained to a depth of 36 to 48 inches.
5. All pits dug or used in connection with the development and production of this lease shall be dug a minimum of (3) feet deep, and maximum precaution shall be taken to protect the soil from damage caused by any and all uses of said pits. Any tank battery site, or drilling site shall be dug in such a manner as to allow the topsoil to be put back on the surface of the ground when the tank battery, or drill site is restored and re-seeded with native grass to its original condition. No right is granted to the Lessee to erect on any part of said premises any plant, power station, telephone line or facility for gasoline extraction or for the processing of said gas or petroliferous substances, or for the housing of employees, except the normal and necessary stock tanks, water tanks, free water knockout, heater treater and separator customarily used.

6. Lessee agrees that should he elect to abandon, sell or assign operations on this lease, he will consult with Lessor prior to abandoning, selling or assigning the same and will give Lessor the first option to purchase this lease prior to abandoning, selling or assigning the same. Lessee further agrees that within nine months of abandonment of this lease he will plug all wells, fill all pits, remove all oil deposits found on the Surface of the ground, remove all structures, and restore the premises to original condition and contour as near as practicable. The Lessee agrees to exercise any rights with respect to removal and recovery of materials, buildings, equipment casings, etc., set forth in the main part of the contract within nine (9) months of the abandonment or expiration of the lease. The failure of the Lessee to exercise this right and obligation within nine (9) months will vest the title to all such materials, buildings, casing, equipment, etc., absolutely and unconditionally in the Lessors favor, but will not prevent Lessor from seeking to have Lessee specifically perform Lessee's obligations pursuant to this lease and addendum.
7. Lessee shall make reasonable effort to minimize surface erosion when constructing well locations, lease roads and tank battery sites and they will be constructed to normal oilfield standards. In an effort to minimize surface damage and or erosion and upon approval by KCC – District Personnel, one reserve pit may be used for more than one drilling location.
8. Lessee will maintain any roads constructed by Lessee or any existing roads of Lessor's used by Lessee in its operations, so that the roads are maintained in such conditions to adequately provide for Lessee's operations. Roads should be rocked sufficiently to prevent erosion. All roads used by Lessee in its operations will be maintained in such a condition as to allow normal car usage. Further, during the time drilling operations are being conducted or any other times when any of the Lessor's present roads are being used for transporting oil, machinery and/or being traveled by any motor vehicle larger than an automobile or a $\frac{3}{4}$ ton pickup truck, the Lessee shall always keep Lessor's roads maintained and/or graded so that Lessor's roads are smooth and passable for automobile traffic and make no roads exceeding twenty four (24') feet in width, and to properly maintain such roads. Existing roads may be used and maintained by Lessee. Lessor may use all such roads.
9. All cattle guards installed by Lessee on Lessor's Land shall have swinging gates, to be locked if necessary.
10. No operations will take place within 250 feet of buildings without written permission.
11. It is agreed that if Lessee develops a saltwater disposal well on Lessor's land then:
 - a) All saltwater produced by Lessee's wells on Lessor's land will be disposed of in any disposal well developed by Lessee, on Lessor's land.
 - b) Only saltwater from Lessee's wells on Lessor's land may be disposed of in this well.

12. No open salt-water pits or ditches shall ever be maintained on land located outside of the drilling pad site. Lessee shall make a reasonable effort to locate all storage tanks, separators and compressors in a group like manner on the above described drilling and operation sites located on the lease premises and all oil or gas wells shall be neatly, attractively and adequately fenced and enclosed by Lessee so as to reasonably protect Lessor's livestock from injury. Lessee shall make a reasonable and good faith effort to conduct and keep all of its operations including said equipment neat in appearance, in proper condition consistent with the standards of the oil and gas industry in and around the county in which the leased premises are located. It is acceptable to place natural gas compressors on leased premises if doing so increases production or value of lease to Lessor and Lessee.
13. All pumping unit engines will have mufflers installed and in good working condition.
14. Upon expiration of the primary term, or any extension thereof, where gas and oil from a well is shut-in and is not sold or used, Lessee shall pay Lessor a shut-in gas royalty of Ten Dollars (\$10.00) per year per net mineral acre retained by said well for a period not to exceed two (2) years.
15. Lessee shall pay Lessor for damages to all property, real, personal, or mixed, or caused by its operations on said land, including but not limited to land, growing crops, grass, buildings, livestock, surface, pollution of either surface or subsurface, water, fences, and other improvements and personal property. All damages hereunder shall be due and payable on or before three (3) months after the same occur. The Lessee agrees that prior to drilling he will pay to Lessor a minimum \$1000.00 to cover the surface damages for each well that is drilled, and will also restore the surface to its original condition as near as practicable, and should the actual damages exceed \$1000.00, Lessee will pay the amount for the actual damage.
16. Lessor shall have the ability to choose the pumper for the operation of any wells drilled on the leased property.
17. Pooling or unitization of this lease is not allowed without prior written consent of Lessor.


Steven R. Etheridge, Trustee


Vanessa A. Etheridge, Trustee

ORIGINAL COMPARED WITH RECORD