

REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION AUTHORIZATION
OR TRANSFER OF SURFACE POND PERMIT

KANSAS CORPORATION COMMISSION
CONSERVATION DIVISION
130 S MARKET, ROOM 2078
WICHITA, KANSAS 67202

Check Applicable Boxes:

[X] Oil Lease: No. of Wells 2 **

[] Gas Lease: No. of Wells **

** SIDE TWO MUST BE COMPLETED **

[] Saltwater Disposal Well - Docket No.
Spot Location: feet from N/S Line
 feet from E/W Line

[X] Enhanced Recovery Proj. Docket No. Pending
Entire project: Yes/No Yes
Number of injection wells 1 ** E-27,593

Effective Date of Transfer May 15, 1998

Lease Name Holzhauser South

-S/2-NE/4 Sec 26 T9S R 22 W/E

Legal Description of Lease: S/2 NE/4

Sec. 26-9S-22W

County Graham

Production Zone(s) Lansing/Kansas City

Injection Zone(s) Lansing/Kansas City

Field Name Ironclad

Surface Pond Permit # Feet from N/S Line of Section

(API No. If Drill Pit) Feet from E/W Line of Section

Identify: Emergency Pit ☐ Burn Pit ☐ Storage Pit ☐ Drill Pit ☐ LS

Past Operator's License No. Contact Person:

Past Operator's Name and Address: Phone:

Date

Title Signature

New Operator's License No. 4952 ✓ Contact Person John L. Driscoll

New Operator's Name and Address Phone (785) 483-8017 - Mobile; (785) 483-6116 Home.

Starr F. Schlobohm Oil/Gas Purchaser Farmland Industries, Inc.

47 Michawanic Road, #3D Date June 2, 1998

Ossipee, NH 03864-3787

Title Owner/Operator Signature Starr F. Schlobohm

ACKNOWLEDGEMENT OF TRANSFER: The above request for transfer of injection authorization, surface pond permit # has been noted, approved and duly recorded in the record of the Kansas Corporation Commission. This acknowledgement of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pond permit.

 is acknowledged as the new operator and may continue to inject fluids as authorized by Docket # . Recommended action

 is acknowledged as the new operator of the above named lease containing the surface pond permitted by #

Date Date

Authorized Signature Authorized Signature

Form T1 7/94

EPR



Kansas Corporation Commission

Bill Graves, Governor John Wine, Chair Susan M. Seltsam, Commissioner Cynthia L. Claus, Commissioner

Date 6/10/98
Lease Holtzhauser Sec 26 Twnshp 09S Rnge 22

Dear Operator:

The enclosed transfer of operator form (T-1), is incomplete and the requested information must be provided according to K.A.R. 82-3-136. Please make note of the checked items at the bottom of the page. **The form cannot be processed and recorded until all requested information is provided, and the form is returned along with a copy of this letter to the Kansas Corporation Commission.** Please return these documents within fourteen days of receipt of this request. Your cooperation in this matter is deeply appreciated. Should you have any questions or concerns please feel free to call Sammy Flaharty at (316) 337-6227.

1. ☐ Please complete all highlighted areas on the enclosed, original, transfer of operator form.
2. ☐ The transfer form submitted is an outdated form. Please transcribe all information to the enclosed current form and return it to the K.C.C. You will need to obtain the signature of the buyer/seller on the new form.
3. ☒ The signature of the old operator must be obtained or a copy of the bill of sale or lease assignment must accompany this transfer.
4. ☐ The reverse side of the transfer of operator form provides spaces for an inventory of all active/inactive wells on the lease. Please complete this area.
5. ☐ The new operator for this lease is either unlicensed or holds an expired Kansas operator's license. This lease cannot be transferred to this party until a valid operator's license has been acquired.
6. ☐ A review of the files revealed that surface pond permit # _____ is still active. The pond is listed as being on the subject lease at _____ and _____ in section _____, township _____ S, range _____, in _____ County, Kansas. Please confirm the existence/non-existence of the pond. If the pond exists, complete the section of the transfer which refers to surface ponds. If the pond is closed, please complete the enclosed surface pond closure form (CDP-4), and return it with the enclosed transfer of operator form to this agency.
7. ☐ Other _____

6/15/98

Enclosed is a copy of the recorded oil and gas lease on the acreage covered by this lease. The previous operator is no longer in the oil business as he exited via bankruptcy. Hope this suffices.

Steve F. Schlabeck

COPY

Form 88 (Producers)
(KANSAS) (Rev. 12-1)

B W

189 550
OIL AND GAS LEASE



Reorder No.
09-132

KANSAS BLUE PRINT CO. INC.
316 264-8344 • P.O. Box 983 • Wichita, KS 67201-0783

Commence 15th day of April 1998
AGREEMENT, Made and entered into this
by and between Dwito D. Brown and Bertha Brown, husband and wife,

Starr F. Schlobohm

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

Part of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of One 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 situated in the County of Graham State of Kansas, described as follows, to-wit:
South Half (S/2) Northeast Quarter (NE/4)

of Section 26 Township 9 South Range 22 West and containing 80 acres more or less.

It is agreed that this lease shall remain in full force for a term of one 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 lessee may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas from each well where gas only is found the equal one-eighth (1/8) of the gross proceeds at the prevailing market rate, (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 all gas used off the premises, said payments to be made and lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said land during the same time by making his own connections with the well at his own risk and expense.

3rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline, one-eighth (1/8) of the proceeds at the prevailing market rate, (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 used, for the time during which such gas shall be

used, said payments to be made

If no well be commenced on said land on or before the day of 19, 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 defer-

ring the commencement of a well for 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. And it is understood and agreed that the consideration first recited herein, the down payment covers not only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending that period as aforesaid and any and all other rights conferred.

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 hereinbefore 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, and the signing of this agreement shall be binding on each of the above named parties who sign, regardless of whether it is signed by any of the other parties.

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 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; 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 thereof shall make due payments of said rentals.

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.

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.

Dwito D. Brown
Bertha Brown (SEAL)

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

Witness to the mark: (SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

COBY

Notary Public

corporation, on behalf of the corporation.

of

by

The foregoing instrument was acknowledged before me this

day of

19

ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)

OIL AND GAS LEASE

FROM

No.

TO

Date

Section

No. of Acres

County

STATE OF KANSAS

County GRAHAM

This instrument was filed for record on the 22th

day of May 19 98

at 10:19 o'clock A.M., and duly recorded

in Book 189 Page 550-551 of

the records of this office.

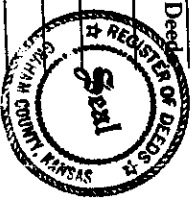
Beate M. Bell

Register of Deeds

\$8.00

By

When recorded, return to



Notary Public

My commission expires

by

The foregoing instrument was acknowledged before me this

day of

19

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

Notary Public

My commission expires

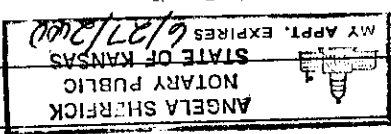
by

The foregoing instrument was acknowledged before me this

day of

19

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)



Angela Sherrick

Notary Public

My commission expires

6/27/2000

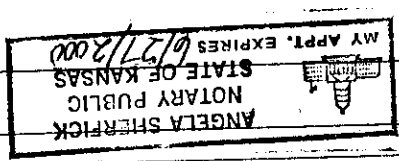
by

The foregoing instrument was acknowledged before me this

day of

19 98

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)



Angela Sherrick

Notary Public

My commission expires

6/27/2000

by

The foregoing instrument was acknowledged before me this

day of

19 98

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)