

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION OR SURFACE PIT PERMIT

Form T-1
April 2004
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.: Pending
- Spot Location: 165 feet from ☐ N / ☒ S Line
- 3665 feet from ☒ E / ☐ W Line
- ☐ Enhanced Recovery Project Permit No.: _____
- Entire Project: ☒ Yes ☐ No
- Number of Injection Wells 1 Pending **

Field Name: Quincy

**** Side Two Must Be Completed.**

Effective Date of Transfer: 03/26/2008 4-2-08

KS Dept of Revenue Lease No.: 115969 MA

Lease Name: Liebau

SW - SW - SE - 1/2 Sec. 13 Twp. 25 R. 13 ☒ E ☐ W

Legal Description of Lease: S/2; the E/2 of the S/2 of the NE/4; and the W/2 of the NE/4 less 11 acres of Section 13-T25S-R13E

County: Woodson

Production Zone(s): _____

Injection Zone(s): Kansas City

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. 33756 /

Contact Person: _____

Past Operator's Name & Address: John T. Davis/DBA Trutle Oil Co.
1229 54 HWY, Yates Center, KS 66783

Phone: _____

Date: New Lease (See Attached Copy)

Title: Owner

Signature: _____

New Operator's License No. 34106 / 4-2-08

Contact Person: David Harris or June Harris

New Operator's Name & Address: David Harris
636 HWY 105
Toronto, KS 66777

Phone: 620-637-2674

Oil / Gas Purchaser: Not Yet Determined

Date: 08/18/2008

Title: Owner

Signature: David Harris

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. _____
KANSAS CORPORATION COMMISSION

Date: AUG 21 2008

Authorized Signature

DISTRICT _____ EPR 9-10-08 PRODUCTION SEP 16 2008 UIC 9-16-08
Mail to: Past Operator _____ New Operator _____ District _____

* Location: Woodson County Sec 13-T25S-R13E

CONSERVATION DIVISION
WICHITA, KS

* 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 location please indicate which location each well is located.

AGREEMENT, Made and entered into this 26th day of March 2008 XXXX
by and between Willis E. Liebau and Mae Frances Liebau, husband and wife

Party of the first part, hereinafter called lessor (whether one or more) and
David Harris and June Harris Parties of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of Other considerations and Ten 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 Woodson State of Kansas, described as follows, to wit:

The South Half (S $\frac{1}{2}$); the East Half of the South Half of the Northwest Quarter
(E $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$) and the West Half of the South Half of the Northeast Quarter
(W $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$) less 11 acres

of Section 13 Township 25 South Range 13 East and containing 389 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 ($\frac{1}{8}$) 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 ($\frac{1}{8}$) of the gross proceeds at the
prevailing market rate, 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 in the manufacture of gasoline or any
other product a royalty of one-eighth ($\frac{1}{8}$) of the market value, at the mouth of the well, payable monthly at the prevailing
market price.

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 of the same number of months successively. All such
payments or tenders of rentals may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or be-
fore the rental paying date, either direct to lessor or assignee 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 date when said first rent-
al is payable as aforesaid, but also the lessee's option of extending that period as aforesaid, and any and all other rights con-
ferred.

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 com-
menced 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 re-
sumption 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.

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 owner-
ship 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 on an acreage basis, 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 as-
signee thereof shall make due payments of said rentals. If the leased premises are now or hereafter owned in severalty 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 obli-
gation 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 sepa-
rate 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.

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.

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

Witness to the mark:

Willis E. Liebau (SEAL)
Willis E. Liebau (SEAL)
Mae Frances Liebau (SEAL)
Mae Frances Liebau (SEAL)
 (SEAL)
 (SEAL)

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KANSAS CORPORATION COMMISSION
AUG 21 2008
CONSERVATION DIVISION
WICHITA, KS

STATE OF Kansas } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
COUNTY OF Woodson

Before me, the undersigned, a Notary Public, within and for said county and state, on this 31st
day of March, 2008, personally appeared Willis F. Liebau
and Mae Frances Liebau, husband and wife

to me personally known to be the identical person S who executed the within and foregoing instrument and acknowledged to me
that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires 3-11-2010

KAY JEAN BROWN
Notary Public - State of Kansas
My Comm. Expires 3-11-2010
COUNTY OF _____

Kay Jean Brown
Notary Public.

STATE OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
COUNTY OF _____

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____
day of _____, 19____, personally appeared _____
and _____

to me personally known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me
that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____

Notary Public.

STATE OF _____ } ss.
COUNTY OF _____

ACKNOWLEDGMENT FOR CORPORATION

On this _____ day of _____, A. D., 19____, before me, the undersigned, a Notary Public
in and for the county and state aforesaid, personally appeared _____
to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing
instrument as its _____ President and acknowledged to me that _____ executed the same as _____ free and
voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My commission expires _____

Notary Public.

No. _____	OIL AND GAS LEASE	FROM	TO	Date _____ 19____	Section _____	Twp _____	Rge _____	Term _____	County _____	No. 9709614 Book S89 Page(s): 532 - 533 WOODSON COUNTY, KS, SS RECORDED Mar 27, 2008 10:30 AM Fees \$12.00 Mardelle S. Pringle, Register of Deeds	at _____ o'clock _____ M., and duly recorded in Book _____ Page _____ of the records of this office.	By _____ Register of Deeds.	When recorded, return to _____	THE KANSAS BLUE PRINT CO. WICHITA, KANS. PHOTOCAT SERVICE-UP-TO-DATE OIL & GAS

NOTE: When signature by mark in Kansas, said mark to be witnessed by at least one person and also acknowledged.
For acknowledgment by mark, use regular Kansas acknowledgment.

STATE OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)
COUNTY OF _____

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____
day of _____, 19____, personally appeared _____
and _____

to me personally known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me
that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____

Notary Public.

Book 89 Page 533

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AUG 21 2008

CONSERVATION DIVISION
WICHITA, KS

AFFIDAVIT OF NON-PRODUCTION

Mardelle S. Pringle, Register of Deeds

STATE OF KANSAS)
) ss:
 COUNTY OF WOODSON)

Willis E. Liebau, of lawful age, being first duly sworn, deposes and states:

1. That I, Willis E. Liebau, am familiar with the ownership, possession and use of the following described real estate, to-wit:

The South Half (S/2); the East Half of the South Half of the Northwest Quarter (E/2 S/2 NW/4); and the West Half of the South Half of the Northeast Quarter (W/2 S/2 NE/4); LESS 11 acres, all in Section 13, Township 25, Range 13, Woodson County, Kansas, containing 389 acres more or less.

2. That on the 23rd day of January, 2006, Willis U. Liebau and Mae Frances Liebau, husband and wife, executed and delivered to Tom Davis, dba Turtle Oil Company, a one year primary term oil and gas lease covering all of the above land, giving to the lessee, his heirs and assigns, the right to prospect and drill for oil, take gas and oil from said premises for a period of one year from said date on the condition that the lease would remain in full force and effect as long thereafter as oil or gas or either of them are produced from said land by the lessee. I am making this Affidavit for the purpose of confirming that there has been no production from any of this real estate for the last two (2) years.

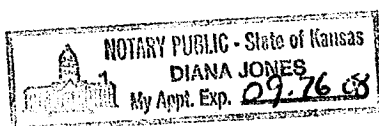
3. I recognize that this property has been covered by an oil and gas lease and assignment over the years. At this time, there are no current leases nor assignments; they all have terminated by their terms, due to lack of production.

4. That the foregoing real estate is free and clear of any outstanding oil and gas leases.

Further affiant saith naught.

Willis E. Liebau
 Willis E. Liebau

Subscribed and sworn to before me on this 24 day of March, 2008.



Diana Jones
 Notary Public

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AUG 21 2008

CONSERVATION DIVISION
 WICHITA, KS