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KCC WICHITA

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISIONREQUEST 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 16
- ☐ 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: 6-6-05KS Dept of Revenue Lease No.: 101278Lease Name: MelanderSE \_\_\_\_\_ Sec. 3 Twp. 34 R. 14 ☒ E ☐ WLegal Description of Lease: SE/4 3-34-14, Montgomery  
CountyCounty: MontgomeryProduction Zone(s): Wayside

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 SectionType of Pit: ☐ Emergency ☐ Burn ☐ Settling ☐ Haul-Off ☐ Workover ☐ Drilling

Past Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

Past Operator's Name &amp; Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: Please see attachedNew Operator's License No. 33533Contact Person: Craig KaminskaNew Operator's Name & Address: Craig KaminskaPhone: 620-289-42002177 CR 2800 Independence, KS 67301Oil / Gas Purchaser: Summit EnergyDate: 6/10/05Title: OwnerSignature: Cy

**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 <u>2/27/2006</u>	PRODUCTION <u>MAR 03 2006</u>	UIC <u>3/2/06</u>
Mail to: Past Operator _____	New Operator _____	District _____	

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION  
KCC LICENSE APPLICATION

Form OPL-1  
September 2003

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AUG 17 2005

KCC WICHITA

WELL INVENTORY

According  
to Oper  
All pre 67

Lease Name	Well No.	API No. (Last 10 Digits)	Depth	County	Section	Township	Range	Spot Location	Footage from Section Line (i.e. FSL = Foot from South Line) (Check One)	(Check One) FSL / FTH / FHW	Type of Well (Oil/Gas/Water/Abandoned)	Well Status (PHCO/IA/O/Abandoned)
Melander	1	15-125-01233-0000 unknown	700'	MG	3	34	S-14	E-1 / W	2839	FSL / FTH / FHW	Oil	Abandoned
Melander	2	15-125-01234-0000 unknown	700'	MG	3	34	S-14	E-1 / W	2838	FSL / FTH / FHW	Oil	Abandoned
Melander	3	15-125-01235-0000 unknown	700'	MG	3	34	S-14	E-1 / W	2842	FSL / FTH / FHW	Oil	Abandoned
Melander	4	15-125-01236-0000 unknown	700'	MG	3	34	S-14	E-1 / W	2849	FSL / FTH / FHW	Oil	Abandoned
Melander	5	15-125-01237-0000 unknown	700'	MG	3	34	S-14	E-1 / W	3280	FSL / FTH / FHW	Oil	Abandoned
Melander	6	15-125-01238-0000 unknown	700'	MG	3	34	S-14	E-1 / W	3278	FSL / FTH / FHW	Oil	Abandoned
Melander	7	15-125-01239-0000 unknown	700'	MG	3	34	S-14	E-1 / W	3282	FSL / FTH / FHW	Oil	Abandoned
Melander	8	15-125-01240-0000 unknown	700'	MG	3	34	S-14	E-1 / W	3290	FSL / FTH / FHW	Oil	Abandoned
Melander	9	15-125-01241-0000 unknown	700'	MG	3	34	S-14	E-1 / W	3610	FSL / FTH / FHW	Oil	Abandoned
Melander	10	15-125-01242-0000 unknown	700'	MG	3	34	S-14	E-1 / W	3058	FSL / FTH / FHW	Oil	Abandoned
Melander	11	15-125-01243-0000 unknown	700'	MG	3	34	S-14	E-1 / W	3060	FSL / FTH / FHW	Oil	Abandoned
Melander	12	15-125-01244-0000 unknown	700'	MG	3	34	S-14	E-1 / W	* 220	FSL / FTH / FHW	Oil	Abandoned
Melander	13	15-125-01245-0000 unknown	700'	MG	3	34	S-14	E-1 / W	220	FSL / FTH / FHW	Oil	Abandoned
Melander	14	15-125-01246-0000 unknown	700'	MG	3	34	S-14	E-1 / W	320	FSL / FTH / FHW	Oil	Abandoned
Melander	15	15-125-01247-0000 unknown	700'	MG	3	34	S-14	E-1 / W	620	FSL / FTH / FHW	Oil	Abandoned
Melander	16	15-125-01248-0000 unknown	700'	MG	3	34	S-14	E-1 / W	620	FSL / FTH / FHW	Oil	Abandoned

\* As per Robin Kaminska  
2/27/06

Authorized Signature

Date

6/01/05

RECEIVED  
JUN 14 2005  
KCC WICHITA

OIL AND GAS LEASE  
(PAID UP)

THIS AGREEMENT, Made and entered into this 8<sup>th</sup> day of March, 2005, by and between Kaminska Farms, Inc, party of the first part, hereinafter called Lessor (whether one or more) and 4-K Gas N Oil, a Kansas general partnership, composed of Charles A. Kaminska and Robin Kaminska, Mike Kaminska, Craig Kaminska and John D. Nunneley, party of the second part, hereinafter called Lessee,

WITNESSETH, That the said lessor, for and in consideration of Ten (\$10.00) or more Dollars, cash in hand paid, receipt and sufficiency 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 the said Lessee, for the purpose of investigating, exploring, prospecting, drilling and operating for and producing oil and gas of whatsoever nature or kind, and all hydrocarbons and other minerals contained therein or produced therewith, also including sulphur produced in association with oil or gas, hereinafter sometimes collectively referred to as "oil and gas", injecting gas, water, other fluids, air and other gaseous substances into subsurface strata, laying pipelines, storing oil, building tanks, power stations, telephone lines and other structures and things thereon to produce, save, take care of, treat, process, store and transport said oil and gas and other products manufactured therefrom the following described land, together with any reversionary rights and after-acquired interest, therein situated in the County of Montgomery, State of Kansas, described as follows, to-wit:

The Southeast Quarter of Section 3, T34S, R14E lying above the depth of approximately eight hundred (800) feet subsurface, including the Wayside and Weiser formations, containing One Hundred and Sixty (160) acres, more or less (hereinafter called leased premises).

It is agreed that this lease shall remain in force for a term of one (1) year from the date (herein called primary term) 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:

1<sup>st</sup>. To pay Lessor one-eighth (1/8th) of the net proceeds from the sale of oil produced and sold from the leased premises, calculated at the month of the well, received by Lessee, said royalty payments to be made monthly on or before the last day of the month following the month of production. The term "oil" shall mean oil and all of its constituents, including but not limited to condensate and distillate.

2<sup>nd</sup>. To pay Lessor for gas of whatsoever nature or kind (with all of its constituents) and all other substances covered hereby, a royalty of one-eighth (1/8th) of the net proceeds realized by Lessee from the sale thereof, less a proportionate part of the ad valorem, production, severance, and other excise taxes and the cost incurred by Lessee in delivering, processing, compressing, transporting, dehydrating, or otherwise making gas or other substances merchantable, with said payments to be made monthly, not more than sixty (60) days following the last day of the month in which gas is delivered into the pipeline and credited to Lessee's account by the gas purchaser.

If said Lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein whether stated hereinabove as whole or partial interest, then the royalties herein provided shall be paid to the Lessor only in the proportion that 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 operations thereon, except water from wells of Lessor.

When requested by the Lessor, Lessee shall bury his pipe lines below plow depth.

No well shall be drilled nearer than 200 feet to any house or barn now existing on said premises without the written consent of the Lessor.

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. However, no change of division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of Lessee. No change in the ownership of the land 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 the assignment.

\*John R. Horst, Atty  
P.O. Box 560  
Caney, KS. 67333

\*Recording on page 2.

BOOK: 546  
PAGE: 697

All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules and 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 such failure is the result of, and such Law, Order, Rule or Regulation.

This lease shall be effective as to each Lessor on execution hereof as to his or her interest and shall be binding on those signing, notwithstanding some of the Lessors above may not join in the execution hereof. The word "Lessor" as used in this lease means the party or parties who execute this lease as Lessor, whether or not named above.

If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage.

Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to Lessor, or by placing a release of record in the proper County.

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 by Lessor, and be subrogated to the rights of the holder thereof.

This Oil and Gas Lease replaces that certain Oil and Gas Lease dated January 19, 2005, by and between Kaminska Farms, Inc., as lessor and Craig Kaminska d/b/a 4 K Oil & Gas Company, as lessee, recorded in Book 545 at Page 630 in the office of the Register of Deeds of Montgomery County, Kansas.

IN TESTIMONY WHEREOF we sign this the 8<sup>th</sup> day of March, 2005.

Kaminska Farms, Inc.

By: Charles A. Kaminska  
Charles A. Kaminska, President

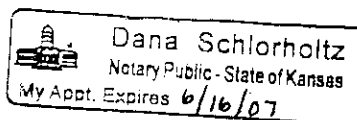
STATE OF KANSAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 8<sup>th</sup> day of March, 2005 by Charles A. Kaminska as President of Kaminska Farms, Inc.

Dana Schlorholtz  
Notary Public

My Appointment Expires: 6/16/07



STATE OF KANSAS MONTGOMERY COUNTY  
FILED FOR RECORD  
MARILYN CALHOUN, REGISTER OF DEEDS  
10:04:00 AM, 3/11/2005 Receipt No.: 13118  
LEASE \$6.00  
ADDITIONAL PAGES \$2.00  
TECHNOLOGY FUND \$4.00  
BOOK: 546 PAGE: 697