

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1

June 2000

Form must be Typed

Form must be Signed

All blanks must be Filled

REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION OR SURFACE POND PERMITDOR 122237 ^{NB}

RECEIVED

Check Applicable Boxes:

☒ Oil Lease: No. of Wells 1 .. AUG 19 2003☐ Gas Lease: No. of Wells _____ KCC WICHITA

** Side Two Must Be Completed.

☒ Saltwater Disposal Well - Docket No. D-23819Spot Location: 2920 feet from N / S Line3630 feet from E / W Line☐ Enhanced Recovery Project Docket No. _____Entire Project: ☐ Yes ☐ No

Number of Injection Wells _____ **

Field Name: _____

Effective Date of Transfer: June 12, 1991Lease Name: G. SMITHSec. 23 Twp. 16 R. 4 ☒ E ☐ WLegal Description of Lease: E/2 NW/4 RECEIVED

SEP 26 2003

County: DICKENS KCC WICHITAProduction Zone(s): MISSISSIPPIANInjection Zone(s): HUNTON

Surface Pond Permit # _____

(API # If Drill Pit)

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Identify:

☐ Emergency Pit☐ Burn Pit☐ Storage Pit☐ Drill PitPast Operator's License No. 6552Past Operator's Name & Address: GLENN GAS CO

Title: _____

Contact Person: CLEO HERMAN JR "DECEASED"Phone: 913-258-3291Date: SEE ATTACHED LEASE AGREEMENTSignature: Fred MillerNew Operator's License No. 30719 ✓New Operator's Name & Address: Fred MillerPO Box 151Council Grove Mo 66846-0151Title: Partner/ownerContact Person: Fred MillerPhone: 620-767-6111

Oil / Gas Purchaser: _____

Date: 8-16-03Signature: Fred Miller

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pond 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 pond permit.

No Authorized Disposal Well- is acknowledged as the

new operator and may continue to inject fluids as authorized by

Docket # _____ Recommended action: _____

Date: _____

Authorized Signature

_____ is acknowledged as the

new operator of the above named lease containing the surface pond

permitted by # _____

Date: _____

Authorized Signature

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

EP&R 9/26/03 PROD MAR 19 2003 9/29/03

* Lease Name:

G Smith

* Location:

E/2 NW/4 23+6-4E

API No.
(YR DRLD/PRE'67)

Footage from Section Line
(i.e. FSL = Feet from South Line)

Type of Well
(Oil/Gas/INJ/WSW)

Well Status
(PROD/TA'D/Abandoned)

G 1

D 23819

G 1

15041200850000

Circle
FSD/FNL

Circle
1538 FELFWL

QIL
Never Approved
DISPOSAL

TA

~~AT IN~~ Authorized
Per Lease Inspection
12-14-06

1504125100000

7760 FSL/FNL

3730 FEL/FWL

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~~AUG 19 2003~~

~~KCC WICHITA~~

~~RECEIVED~~

SEP 26 2003

KCC WICHITA

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.

RECEIVED

AUG 19 2003

Misc. Book 219 Page 999

Form 88—(Producers)
(KANSAS) (Rev. 1981)KCC WICHITA
B

OIL AND GAS LEASE

Recorder No.
(09-133)KANSAS BLUE PRINT CO. INC.
110-204-0200 • P.O. Box 703 • Wichita, KS 67201-0703

Commence

AGREEMENT, Made and entered into this 12th day of June, 19 91,
by and between Gerald Smith and Barbara Smith, husband and wife, Robert F. Smith and R. Alfrieda Smith, husband and wife,

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

FLM Corporation

Part Y of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of One (\$1.00) 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 Dickinson State of Kansas, described as follows, to-wit:

E 1/4 of NW 1/4

of Section 23 Township 16S Range 4E 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 to lessors

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 to lessors

If no well be commenced on said land on or before the 12th day of June, 19 92, 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, the sum of~~
~~one dollar and no part thereof, which shall operate as a rental and cover the privilege of defer-~~

ring the commencement of a well for 12 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.

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

Witness to the mark:

x Robert F. Smith (SEAL)
Robert F. Smith

x R. Alfrieda Smith (SEAL)
R. Alfrieda Smith

x Gerald Smith (SEAL)
Gerald Smith

x Barbara Smith (SEAL)
Barbara Smith

STATE OF KANSAS
 COUNTY OF DICKINSON ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
 The foregoing instrument was acknowledged before me this 4th day of December, 1991
 by Robert F. Smith and R. Alfrieda Smith
 My commission expires Feb 24, 1993
X Verna M. Schultz
 Notary Public

STATE OF KANSAS
 COUNTY OF DICKINSON ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
 The foregoing instrument was acknowledged before me this 4th day of December, 1991
 by Gerald Smith and Barbara Smith
 My commission expires Feb 24, 1993
X Verna M. Schultz
 Notary Public

STATE OF _____
 COUNTY OF _____ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
 The foregoing instrument was acknowledged before me this _____ day of _____, 19____
 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 _____, 19____
 by _____ and _____
 My commission expires _____
 Notary Public

No. 4127

OIL AND GAS LEASE

FROM

TO

Date _____, 19____

Section _____ Twp. _____ Rge. _____

No. of Acres _____ Term _____

County _____

STATE OF Kansas

County Dickinson

This instrument was filed for record on the 4

day of December, 1991

at 11:00 o'clock A.M. and duly recorded

Misc. in Book 219 Page 999 of

the records of this office.

X Verna M. Schultz
 Notary Public

When recorded, return to _____

STATE OF _____
 COUNTY OF _____ ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)
 The foregoing instrument was acknowledged before me this _____ day of _____, 19____
 by _____
 of _____ a _____
 corporation, on behalf of the corporation.
 My commission expires _____
 Notary Public