

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1

April 2004

Form must be Typed

Form must be Signed

All blanks must be Filled

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

Check Applicable Boxes:

☐ Oil Lease: No. of Oil Wells _____ **

☒ Gas Lease: No. of Gas Wells I **

☐ Gas Gathering System: _____

☐ Saltwater Disposal Well - Permit No.: _____

Spot Location: 390 feet from ☐ N / ☒ S Line

I65 feet from ☒ E / ☐ W Line

☐ Enhanced Recovery Project Permit No.: _____

Entire Project: ☐ Yes ☐ No

Number of Injection Wells 0 **

Field Name: _____

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

Effective Date of Transfer: 7-6-2004

KS Dept of Revenue Lease No.: 117081 NB

Lease Name: Pounds

C E½ SE - SE Sec. 34 Twp. 34s R 15e ☒ E ☐ W

Legal Description of Lease: _____

C, W½, W½, E½, SE, SE, 34, 32s, 15e.

County: Montgomery

Production Zone(s): Bartlesville

Injection Zone(s): _____

Surface Pit Permit No.: No

(API No. if Drill Pit, WO or Haul)

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

Past Operator's License No. Bill Pounds

Past Operator's Name & Address: Deceased

Title: New Lease attached

Contact Person: _____

Phone: _____

Date: _____

Signature: _____

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New Operator's License No. 03071

New Operator's Name & Address: Tyrek Operating

P.O. Box 607

Dewey, Okla 74029

Title: Owner-Operator

Contact Person: Hank Hickert 918-534-2811

Phone: Cell, 918-440-6199

☒ / Gas Purchaser: Bluestem

Date: 9-20-04

Signature: Hank Hickert

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 10/13/04 PRODUCTION OCT 14 2004 UIC 10/14/04
Mail to: Past Operator _____ New Operator _____ District _____

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

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Form 88-375 - (Prod. Pooling)(Oklahoma)(640 Shut-In)(Paid-Up)(Revised 1990) SD NFG
Copyright © by BURKHART'S Legal Forms (Since 1908) - Tulsa, OK* Mailing Address C+V Enterprises, P.O. Box 607
Decoy, OK, 74029STATE OF KANSAS MONTGOMERY COUNTY
FILED FOR RECORD
MARILYN CALHOUN, REGISTER OF DEEDS
1:36:39 PM 7/6/2004 Receipt No.: 9364LEASE \$6.00
ADDITIONAL PAGES \$2.00
TECHNOLOGY FUND \$4.00

BOOK: 541 PAGE: 187

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 7-6-04 (PAID UP) day of July
by and between Edward LEAN Oyler and Patricia ANNE Oyler,
Husband and Wifeand C+V Enterprises, Inc., 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 Ten Dollars + other valuable considerations,
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
the said lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including
but not limited to distillate and condensate), gas (including casing-head gas and helium and all other constituents), and for 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, together with any reversionary rights therein, situated in the County of _____

State of Oklahoma, described as follows, to-wit:

W4 of the East E2 of the SE4 of the SE4of Section 34, Township 32S, Range 15E and containing 5 acres, more or less.It is agreed that this lease shall remain in force for a term of ONE years from 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:

1st. To deliver to the credit of lessor free of cost, in the pipe line to which it may connect its wells, the one-eighth (1/8) part of all oil
(including but not limited to condensate and distillate) produced and saved from the leased premises.2nd. To pay lessor for gas of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises,
or used in the manufacture of products therefrom, one-eighth (1/8) of the gross proceeds received for the gas sold, used off the premises,
or in the manufacture of products therefrom, but in no event more than one-eighth (1/8) of the actual amount received by the lessee, said
payments to be made monthly. During any period (whether before or after expiration of the primary term hereof) when gas is not being
so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises suf-
ficient to keep this lease in force, lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net royalty acre retained here-
under, such payment or tender to be made, on or before the anniversary date of this lease next ensuing after the expiration of ninety (90)
days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the
royalty owners. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease.3rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or
dry commercial gas, one-eighth (1/8) of the gross proceeds, at the mouth of the well, received by lessee for the gas during the time such gas
shall be used, said payments to be made monthly.If the lessee shall commence to drill a well or commence reworking operations on an existing well within the term of this lease or any
extension thereof, or on acreage pooled therewith, the lessee shall have the right to drill such well to completion or complete reworking
operations 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.Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof,
as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil
or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 40 acres, or
for the production primarily of gas with or without distillate more than 640 acres, provided that if any governmental regulation shall
prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such
unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee shall
file written unit designations in the county in which the leased premises are located. Operations upon and production from the unit shall
be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are
located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease
except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in
gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to pro-
duction from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties 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 in the unit.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 shall be paid to 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 operations thereon, except water from
wells of lessor.

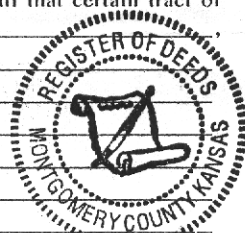
When requested by the lessor, lessee shall bury his pipe lines below plow depth.

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

Lessee shall pay for all 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 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 or 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 assignment.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 any 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 named may not join in the execution hereof.

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the said lessee, for the sole and only purpose of exploring by geophysical and other methods, mining and operating for oil (including but not limited to distillate and condensate), gas (including casing-head gas and helium and all other constituents), and for 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, together with any reversionary rights therein, situated in the County of _____

State of Oklahoma, described as follows, to-wit:

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of Section 34, Township 32S, Range 15E N4 containing 5 acres, more or less.

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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 it may connect its wells, the one-eighth (1/8) part of all oil (including but not limited to condensate and distillate) produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind (with all of its constituents) produced and sold or used off the leased premises, or used in the manufacture of products therefrom, one-eighth (1/8) of the gross proceeds received for the gas sold, used off the premises, or in the manufacture of products therefrom, but in no event more than one-eighth (1/8) of the actual amount received by the lessee, said payments to be made monthly. During any period (whether before or after expiration of the primary term hereof) when gas is not being so sold or used and the well or wells are shut in and there is no current production of oil or operations on said leased premises sufficient to keep this lease in force, lessee shall pay or tender a royalty of One Dollar (\$1.00) per year per net royalty acre retained hereunder, such payment or tender to be made, on or before the anniversary date of this lease next ensuing after the expiration of ninety (90) days from the date such well is shut in and thereafter on the anniversary date of this lease during the period such well is shut in, to the royalty owners. When such payment or tender is made it will be considered that gas is being produced within the meaning of the entire lease.

3rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head gasoline or dry commercial gas, one-eighth (1/8) of the gross proceeds, at the mouth of the well, received by lessee for the gas during the time such gas shall be used, said payments to be made monthly.

If the lessee shall commence to drill a well or commence reworking operations on an existing well within the term of this lease or any extension thereof, or on acreage pooled therewith, the lessee shall have the right to drill such well to completion or complete reworking operations 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.

Lessee is hereby granted the right at any time and from time to time to unitize the leased premises or any portion or portions thereof, as to all strata or any stratum or strata, with any other lands as to all strata or any stratum or strata, for the production primarily of oil or primarily of gas with or without distillate. However, no unit for the production primarily of oil shall embrace more than 40 acres, or for the production primarily of gas with or without distillate more than 640 acres, provided that if any governmental regulation shall prescribe a spacing pattern for the development of the field or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be used in such allocation of allowable. Lessee shall file written unit designations in the county in which the leased premises are located. Operations upon and production from the unit shall be treated as if such operations were upon or such production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit shall be treated for all purposes as if it were covered by and included in this lease except that the royalty on production from the unit shall be as below provided, and except that in calculating the amount of any shut in gas royalties, only the part of the acreage originally leased and then actually embraced by this lease shall be counted. In respect to production from the unit, Lessee shall pay Lessor, in lieu of other royalties thereon, only such proportion of the royalties 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 in the unit.

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 shall be paid to 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 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 the house or barn now on said premises, without the written consent of the lessor.

Lessee shall pay for all 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 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 or 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 assignment.

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 any 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 named may not join in the execution hereof. The word "Lessor" as used in this lease means

SCANNED

STATE OF OKLAHOMA,

County of _____

OKLAHOMA ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public, in and for said County and State on this _____ day of _____, 19____, personally appeared _____ and _____ to me 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 hereunto set my official signature and affixed my notarial seal the day and year first above written.

My commission expires _____

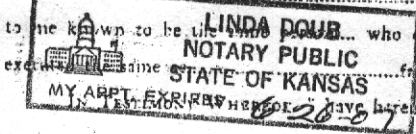
Notary Public

STATE OF KANSAS,

County of Montgomery

KANSAS ACKNOWLEDGMENT

BE IT REMEMBERED, That on this 6 day of July, A. D. 2004, before me, a Notary Public, in and for said County and State, came Montgomery City, Kansas and _____ to me known to be the identical person... who executed the within and foregoing instrument of writing and acknowledged to me that _____ free and voluntary act and deed for the uses and purposes therein set forth.



In WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first written.

My commission expires 6-26-07

Notary Public

STATE OF TEXAS,

County of _____

(TEXAS SINGLE ACKNOWLEDGMENT)

Before me, _____ a Notary Public, in and for said County and State, on this day personally appeared _____ me to be the person... whose name... is subscribed to the foregoing instrument, and acknowledged to me that _____ he... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this _____ day of _____, A. D., 19____.

(SEAL)

Notary Public