

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 PERMIT

DOR 135335

RECEIVED

Check Applicable Boxes:

☒ Oil Lease: No. of Wells 10 **JUN 02 2004**
☐ Gas Lease: No. of Wells KCC WICHITA

** Side Two Must Be Completed.

☒ Saltwater Disposal Well - Docket No. E 24-289
Spot Location: 3067 feet from N / S Line
1435 feet from E / W Line☐ Enhanced Recovery Project Docket No. _____Entire Project: ☐ Yes ☐ No

Number of Injection Wells _____

Field Name Coffeyville - CherryvaleEffective Date of Transfer: 11-1-99Lease Name: ColemanNE 1/4 SW 1/4 SE 1/4 Sec. 4 Twp. 33S R. 17 ☒ E ☐ WLegal Description of Lease: SE 1/4, and the
NE 1/4 of the SW 1/4County: MontgomeryProduction Zone(s): Mississippi + ArbuckleInjection Zone(s): ArbuckleSurface 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 PitLand owner - Jane Harris (Coleman - Harris)
Past Operator's License No. 340 Contact Person: _____

Past Operator's Name & Address: _____ Phone: _____

Date: _____

Title: _____ Signature: Please see attachedNew Operator's License No. 32288 Contact Person: Regina WoodsonNew Operator's Name & Address: Potato Creek, LLC Phone: 620 - 922 - 3344800 4000 Rd. Oil / Gas Purchaser: Farmland Ind.Edna, KS. 67342 Date: 5-28-04Title: President Signature: Regina Woodson

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.

Potato Creek, LLC is acknowledged as the

new operator and may continue to inject fluids as authorized by

Docket # E-24289 Recommended action: _____NoneDate: 7-16-07 Barbara Montgomery

Authorized Signature

_____ is acknowledged as the

new operator of the above named lease containing the surface pond

permitted by # _____

Date: _____

New Oper 7-16-07 Authorized SignaturePast Oper 7-16-07Dist 7-16-07

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

EP&R 6/21/07 PROD JUL 17 2007 7-16-07

OIL AND GAS LEASE



AGREEMENT, Made and entered into this 1st day of November, 1999
by and between June L. Harris, a/k/a June Coleman-Harris & Pauline L. Coleman,
Trustee of the Pauline L. Coleman Revocable Trust dated May 24,
1994

Part of the first part hereinafter called lessor (whether one or more) and
Potato Creek, L. L. C. Part of the second part hereinafter called lessee.
WITNESSETH, That the said lessor, for and in consideration of \$10.00 & other valuable consideration
cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part
of the 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 purpose of investigating, exploring by geophysical and other means, prospecting, drilling, mining and
operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products; injecting gas, waters,
other fluids, and air into subsurface strata; laying pipe lines, storing oil, building tanks, power stations, roadways, and other
structures and things thereon to produce, save, take care of, treat, process, store, transport and market said oil, liquid hydrocarbons,
gases, and their respective constituent products, the following described land together with any reversionary rights and after-
acquired interests therein, situated in the County of Montgomery, State of Kansas
described as follows, to-wit:

SE/4 and the NE/4 SW/4 of Section 4, Township 33
South, Range 17 East, Montgomery County, Kansas,

of Section Township Range and containing 200 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, or the premises are being developed or
operated.

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. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of
gasoline or any other product as royalty 1/8 of the market value of such gas at the mouth of the well; if said gas is sold by the
lessee, then as royalty 1/8 of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty 1/8 of
the proceeds from the sale of gas as such at the mouth of the well where gas only is found and where such gas is not sold or
used. Lessee shall pay or tender annually at the end of each yearly period during which such gas is not sold or used as royalty, an
amount equal to the delay rental provided in the next succeeding paragraph hereof, and while said royalty is so paid or tendered
this lease shall be held as a producing lease under the above term paragraph hereof; the lessor to have gas free of charge from
any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own
connections with the well, the use of such gas to be at the lessor's sole risk and expense.

If operations for the drilling of a well be not commenced on said land on or before , 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 deferring the commencement of a well for twelve 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. All such payments or tenders or rental may be made by check or draft of lessee or any
assignee thereof, mailed or delivered on or before the rental paying date either direct to lessor or assigns 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 rental is payable as aforesaid but also the lessee's option of extending that period as aforesaid, and any
and all other rights conferred. Lessee may at any time execute and deliver to Lessor or place of record, a release or releases
covering any portion or portions of the above described premises and thereby surrender this lease as to such portion or portions
and be relieved of all obligations as to the acreage surrendered, and thereafter the rentals payable hereunder shall be reduced in
the proportion that the acreage covered hereon is reduced by said release or releases.

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 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. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to
cover the interest so acquired.

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 operations 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 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 assignee 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 obligation on the part of the lessee to offset wells
on separate tracts into which the land covered by this lease is now or may hereafter be divided by sale, devise, or otherwise, or to
furnish separate measuring or receiving tanks for the oil produced from such separate 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.

STATE OF KANSAS MONTGOMERY COUNTY
FILED FOR RECORD
\$8.00 LEASE
20 JUN 2000 9:17:14 AM Receipt #2854
BOOK PAGE
JEANNE EASTMAN, REGISTER OF DEEDS
BOOK 497 PAGE 36

June L. Harris (SEAL)
June L. Harris, a/k/a June Coleman-Harris (SEAL)
Pauline L. Coleman (SEAL)
Pauline L. Coleman, Trustee of the (SEAL)
Pauline L. Coleman Revocable Trust (SEAL)
dated May 24, 1994



RECEIVED

JUN 02 2004

Notary Public

KCC WICHITA

My commission expires

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

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.

and

day of 19

Before me, the undersigned, a Notary Public, within and for said county and state, on this

day of 19

PERSONALLY APPEARED

STATE OF KANSAS

COUNTY OF

ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

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.

OIL AND GAS LEASE

FROM

TO

Date 19

Section Twp. Rce.

No. of Acres Term

County

STATE OF

County of

This instrument was filed for record on the

day of 19

at o'clock M., and duly recorded

in Book Page of

the records of this office.

Register of Deeds

By

When recorded, return to

THE KANSAS BLUE PRINT CO.
WICHITA, KANSAS
PHOTOGRAPH SERVICE DIVISION OF C. M. M. & S.

Notary Public

My commission expires

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

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

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 for the uses and purposes therein set forth.

and for the county and state aforesaid, personally appeared

On this day of A. D. 19

Before me, the undersigned, a Notary Public

STATE OF KANSAS

COUNTY OF

ACKNOWLEDGMENT FOR CORPORATION

Notary Public

My commission expires

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

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.

and

day of 19

Before me, the undersigned, a Notary Public, within and for said county and state, on this

day of 19

PERSONALLY APPEARED

STATE OF KANSAS

COUNTY OF

ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

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.

and

day of 19

Before me, the undersigned, a Notary Public, within and for said county and state, on this

day of 19

PERSONALLY APPEARED

STATE OF KANSAS

COUNTY OF

ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

