

RECEIVED

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

FEB 19 2003

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

KCC WICHITA

Check Applicable Boxes:

☒ Oil Lease: No. of Wells 3 **☐ Gas Lease: No. of Wells _____ **

** Side Two Must Be Completed.

☒ Saltwater Disposal Well - Docket No. _____

Spot Location: _____ feet from N / S Line

NE-SE-SW _____ feet from E / W Line☒ Enhanced Recovery Project Docket No. E-5225Entire Project: ☐ Yes ☐ No

Number of Injection Wells: _____ **

Field Name: _____

Effective Date of Transfer: November 22, 2002Lease Name: JohanningNE-SE-SW Sec. 36 Twp. 18S R. 11 ☐ E ☒ WLegal Description of Lease: Southwest Quarter (SW/4)of Section 36-18S-11W and containing
160 acres, more or less, Barton Co., Ks.County: BartonProduction Zone(s): Kansas CityInjection Zone(s): Kansas City & Arbuckle

Surface Pond Permit # _____

(API # if Drill Pit)

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section 4BIdentify: ☒ Emergency Pit ☐ Burn Pit ☐ Storage Pit ☐ Drill PitPast Operator's License No. 31410 Exp. 3/30/01Past Operator's Name & Address: BARCO Energy
1622 Main St. Great Bend, Ks.Title: Bobby Beard - PresidentContact Person: Bobby Beard

Phone: _____

Date: _____

Signature: See attachedNew Operator's License No. 7023 ✓New Operator's Name & Address: Klima Well Service Inc. Phone: 620-587-3333 cell 620-786-0085610 West Front, Claflin, Ks 67525Dennis V. Klima, PresidentTitle: ↑Contact Person: Dennis V. KlimaPhone: 620-587-3333 cell 620-786-0085Oil / Gas Purchaser: N.C.R.A.Date: Feb 5, 2003Signature: Dennis V. Klima

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.

Klima Well Service Inc. is acknowledged as the

new operator and may continue to inject fluids as authorized by

Docket # E-25225 . Recommended action: Licenserenewal is due very soon. Submit 4363Date: 5/28/03 Byron 3/28/033/28/03 MAY 30 2003 Authorized Signature 3/03

_____ is acknowledged as the

new operator of the above named lease containing the surface pond

permitted by # _____.

Date: _____

Authorized Signature

* Lease Name: Johanning * Location: SW/4 Section 36-18S-11W

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.

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KCC WICHITA

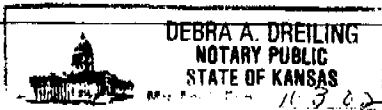
STATE OF Missouri
 COUNTY OF Johnson
 The foregoing instrument was acknowledged before me this 6th day of November, 2002
 by Marie M. Robison and Edward C. Robison,
Co-Trustees of the Marie M. Robison Trust

My commission expires _____
 TAMARA SCHMITT
 Notary Public - State of Missouri
 County of Johnson
 My Commission Expires Dec. 17, 2005

Tamara Schmitt
 Notary Public

STATE OF KANSAS
 COUNTY OF ELLIS
 The foregoing instrument was acknowledged before me this 18 day of October, 2002
 by Norma Keenan and _____

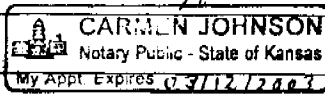
My commission expires 11-3-02



Debra A. Dreiling
 Notary Public

STATE OF KANSAS
 COUNTY OF Barton
 The foregoing instrument was acknowledged before me this 16 day of October, 2002
 by Caroline A. Hoffman and Anthony A. Hoffman,
her husband,

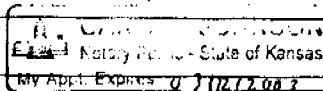
My commission expires 03/12/2003



Anthony A. Hoffman
Carmen Johnson
 Notary Public

STATE OF Kansas
 COUNTY OF Barton
 The foregoing instrument was acknowledged before me this 16 day of October, 2002
 by Caroline A. Hoffman and Anthony A. Hoffman

My commission expires 03/12/2003



Anthony A. Hoffman
Carmen Johnson
 Notary Public

No. _____
OIL AND GAS LEASE
 FROM _____
 TO _____
 Date _____, 19____
 Section _____ Twp. _____ Rge. _____
 No. of Acres _____
 County _____
 STATE OF Kansas
 County Barton
 This instrument was filed for record on the 22
 day of Nov, 2002
 at 2:10 o'clock P. M., and duly recorded
 in Book 603 Page 752 of
 the records of this office. \$ 12.00
Marcia B. Johnson
 Register of Deeds.
 By _____
 When recorded, return to Kiana Well-Sonnenig

FEB 19 2003

Form 88—(Producers)
1-43

**KCC WICHITA
OIL AND GAS LEASE**

Reorder No.
09-131

KANSAS BLUE PRINT CO. INC.
316-264-9344 • P.O. Box 793 • Wichita KS 67201-0793

AGREEMENT, Made and entered into

2002

by and between:
Marie M. Robison Trust; Norma Keenan, a single person; and Caroline A. Hoffman, a married person,

Klima Well Service, Inc.

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

Party of the second part, hereinafter called lessee.

WITNESSETH, That the said lessor, for and in consideration of **One Dollar & other valuable consideration** 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, "together with any reversionary rights therein", situated in the County of **Barton**

State of **Kansas** described as follows, to-wit:

Southwest Quarter (SW 1/4)

of Section **36** Township **18S** Range **11W** and containing **160** acres more or less.

It is agreed that this lease shall remain in full force for a term of **one year** ~~xxx~~ 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 he 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 no well be 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 of 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 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 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 herein before 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 hereon 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 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 transferred, and the privilege of transferring in whole or in part is expressly allowed, or if the rights hereunder of either party hereto are vested by descent or devise, the covenants hereof shall extend to and be binding on the heirs, devisees, executors, administrators, successors, or assigns, but no change in the ownership of said land or of any right hereunder shall be binding on the lessee until after lessee has been furnished with the original or a certified copy thereof of any transfer by lessor or with a certified copy of the will of lessor together with a transcript of the probate thereof or, in the event lessor dies intestate and his estate is being administered, with a transcript of the administration proceedings or, in the event of the death of lessor and no administration being had on the estate, with an instrument satisfactory to lessee executed by lessor's heirs payable or due, 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. 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. 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 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 and may reimburse itself from any rental or royalties accruing hereunder.

The terms, covenants, and conditions hereof shall run with said land and herewith and shall be binding upon the parties hereto, their heirs, administrators, devisees, executors, successors and assigns; however, 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 for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such laws, orders, rules or regulations.