

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

REQUEST 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 2 **
☐ Gas Lease: No. of Gas Wells _____ **
☐ Gas Gathering System: _____
☒ Saltwater Disposal Well - Permit No.: D25298
Spot Location: 980 feet from ☒ N / ☐ S Line
1130 feet from ☒ E / ☐ W Line
☐ Enhanced Recovery Project Permit No.: _____
Entire Project: ☐ Yes ☐ No
Number of Injection Wells _____ **

Field Name: Herman Field

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

Effective Date of Transfer: 10-25-08

KS Dept of Revenue Lease No.: 118538

Lease Name: Ochs

Sec. 19 Twp. 16 R. 14 ☐ EX ☐ W

Legal Description of Lease: _____

NE/4 of 19-16-14 W

County: Barton

Production Zone(s): Lansing + Arbuckle

Injection Zone(s): Arbuckle

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

Type of Pit: ☐ Emergency ☐ Burn ☐ Settling

_____ feet from ☐ N / ☐ S Line of Section
_____ feet from ☐ E / ☐ W Line of Section
☐ Haul-Off ☐ Workover ☐ Drilling

Past Operator's License No. 31086

Past Operator's Name & Address: Richland Drilling
598 2nd Ave. Beaver, KS 67525

Title: Owner

Contact Person: Rick Schreiber

Phone: 620-587-3415

Date: _____

Signature: Per Court Order

Documents Attached RECEIVED
KANSAS CORPORATION COMMISSION
OCT 27 2008
CONSERVATION DIVISION
WICHITA, KS

New Operator's License No. 33530

New Operator's Name & Address: Reif Oil & Gas Co. LLC
P O Box 298 Hoiington, KS

Title: President

Contact Person: Donald J. Reif

Phone: 620-786-5698

Oil / Gas Purchaser: Central Kansas Crude

Date: 10-25-08

Signature: Donald J. Reif Pres.

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.

Reif Oil & Gas Co., LLC is acknowledged as the
new operator and may continue to inject fluids as authorized by
Permit No. D-25,298. Recommended action: _____

Date: 12-17-08 Barbara Montgomery
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 12-8-08 PRODUCTION DEC 17 2008 UIC 12-17-08
Mail to: Past Operator 12-17-08 New Operator 12-17-08 District 12-17-08 4

* 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

FILED

2008 OCT -6 A 8:56

BARTON COUNTY, KS
CLERK OF THE DISTRICT COURT

IN THE TWENTIETH JUDICIAL DISTRICT
DISTRICT COURT, BARTON COUNTY, KANSAS

ROBERT OCHS,)
Plaintiff,)
vs.)
RICK L. SCHREIBER AND BOB A.)
SCHREIBER dba RICHLAN DRILLING,)
Defendants.)

Case No. 2008 CV 31

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CONSERVATION DIVISION
WICHITA, KS

(Pursuant to K.S.A. Ch. 60.)

ORDER

NOW, on this 6th day of October, 2008, this matter comes on for hearing on the Plaintiff's Motion for an Order of Abandonment of Personal Property. The Plaintiff appears by and through Robert R. Eisenhower of Johnston & Eisenhower, Pratt, Kansas; there are no other appearances.

THEREUPON, the Court, after review of the file, hearing statements of Counsel and being otherwise fully advised in the premises, finds as follows:

1. The Plaintiff's Motion should be sustained.
2. All personal property previously placed on Plaintiff's property by the Defendants has been deemed abandoned and Plaintiff is now the rightful owner of said personal property.

COPY

Order

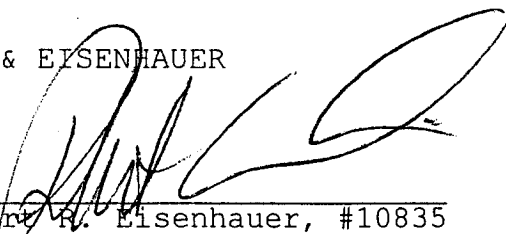
IT IS BY THE COURT SO ORDERED.


Honorable Mike Keely
Judge

APPROVED:

JOHNSTON & EISENHAUER

By:


Robert R. Eisenhower, #10835
For the Firm
113 E. Third - P. O. Box 825
Pratt, KS 67124
(620) 672-5533

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CONSERVATION DIVISION
WICHITA, KS

JOHNSTON
& EISENHAUER
ATTORNEYS AT LAW

FORM 88 - (PRODUCER'S SPECIAL) (PAID-UP)

63U (Rev. 1981)

OIL AND GAS LEASE



Recorder No.
09-115



316-764-5344 • P.O. Box 793 • Wichita, KS 67201-0793

AGREEMENT. Made and entered into the 7th day of July 2008
by and between Robert G. Ochs and Lanida S. Ochs, a married couple

whose mailing address is 1964 NW 70 Ave Hoisington, KS 67544 hereinafter called Lessor (whether one or more),
and Reif Drilling Co., LLC
PO Box 298 Hoisington, KS 67544 hereinafter called Lessee:

Lessor, in consideration of ONE Dollars 1.00 in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring, prospecting drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Barton State of Kansas described as follows, to-wit:

North East Quarter of 19-16-14
NE/4 of 19-16-14

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OCT 27 2008

In Section 19 Township 16 Range 14 and containing 160 acres, more or less, and all accretions thereon.

Subject to the provisions herein contained, this lease shall remain in force for a term of Two (2) years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other respective constituent products, or any of them, is produced from said land or land with which said land is pooled.

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 wells on said land, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. To pay lessor for gas of whatsoever nature or kind produced and sold, or used off the premises, or used in the manufacture of any products therefrom, one-eighth (1/8) of the market price at the well, 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 sold, used off the premises, or in the manufacture of products therefrom, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty One Dollar (\$1.00) per year per net mineral acre retained hereunder, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

This lease may be maintained during the primary term hereof without further payment or drilling operations. 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 like effect as if such well had been completed within the term of years first mentioned.

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 for shall be paid to said lessor only in the proportion which lessor's 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 lessor's operation thereon, except water from the wells of lessor.

When requested by lessor, lessee shall bury lessee's pipe lines below plow depth.

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

Lessee shall pay for damages caused by lessee's 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, but no change in the ownership of the land or assignment of rentals or royalties shall be binding on the lessee until after the lease has been furnished with a written transfer or assignment or a true copy thereof. In case lessor 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.

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.

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 lessor held liable in damages, for failure to comply therewith, if compliance is prevented by, or if such failure is the result of, any such Law, Order, Rule or Regulation.

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 of 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 the undersigned lessors, for themselves and their heirs, successors and assigns, hereby surrender and release all right of dower and homestead in the premises described herein, in so far as said right of dower and homestead may in any way affect the purposes for which this lease is made, as recited herein.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 40 acres each in the event of an oil well, or into a unit or units not exceeding 840 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties payable herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty 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 so pooled in the particular unit involved.

Index _____
Numerical W _____
Cross _____
DC Book _____
Plat Book _____
Military Book _____
Art of Inc Book _____
Scanned _____

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and year first above written.

Witness:
Robert G. Ochs
Robert G. Ochs

Lanida S. Ochs
Lanida S. Ochs

SS# 509-58-9451

SS# 467-29-5698

STATE OF Kansas
COUNTY OF Barton ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)
The foregoing instrument was acknowledged before me this 9 day of July, 2008
by Robert G Ochs and Lanida S Ochs
My commission expires May 17, 2011
Carol Ann Shara
Notary Public

NOTARY PUBLIC-STATE OF KANSAS
CAROL ANN SHARA
My Comm. Exp. 5-17-2011

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

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

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

No. _____
OIL AND GAS LEASE
FROM _____
TO _____
Date _____, 19____
Section _____ Twp. _____ Rge. _____
No. of Acres _____ Term _____ County _____
STATE OF _____
County _____
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
By _____ Register of Deeds.
When recorded, return to _____

STATE OF _____ ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)
COUNTY OF _____
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