

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
March 2010
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**

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,
MUST be submitted with this form.

Check Applicable Boxes:

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

Field Name: _____

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

Effective Date of Transfer: 15th day of October 2007

KS Dept of Revenue Lease No.: 138674 *KJR*

Lease Name: Finfrock

_____ SW Sec. 5 Twp. 24 R. 22 ☒ E ☐ W

Legal Description of Lease: SW S5, T24, R22E

RECEIVED

County: Bourbon

FEB 15 2011

Production Zone(s): Bartlesville

KCC WICHITA

Injection Zone(s): _____

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

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

Past Operator's License No. New Lease

Contact Person: Clara Finfrock

Past Operator's Name & Address: _____

Phone: (620) 939-4885

Title: Landowner

Date: _____
Signature: *oil & gas lease assignment attached*

New Operator's License No. 33497

Contact Person: Michael F. Finfrock

New Operator's Name & Address: Finfrock, Michael F. dba Rocky Road

Phone: (620) 939-4360

Oil Company

Oil / Gas Purchaser: Plains Marketing

2189 45th ST Bronson KS, 66716

Date: 2-8-2011

Title: Owner/Operator

Signature: *Michael F. Finfrock*

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 3-31-11 PRODUCTION 4-19-11 UIC 4-01-11
Mail to: Past Operator _____ New Operator _____ District _____

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

used GPS for all well locations

101507_Finfrock.pdf

used GPS for all well locations

* Location: SW S5, T24, R22E

RECEIVED
FEB 15 2011
KCC WICHITA

* 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.

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1
July 2010
Form Must Be Typed
Form must be Signed
All blanks must be Filled

**CERTIFICATION OF COMPLIANCE WITH THE
KANSAS SURFACE OWNER NOTIFICATION ACT**

This form must be submitted with all Forms C-1 (Notice of Intent to Drill); CB-1 (Cathodic Protection Borehole Intent); T-1 (Request for Change of Operator Transfer of Injection or Surface Pit Permit); and CP-1 (Well Plugging Application). Any such form submitted without an accompanying Form KSONA-1 will be returned.

Select the corresponding form being filed: ☐ C-1 (Intent) ☐ CB-1 (Cathodic Protection Borehole Intent) ☒ T-1 (Transfer) ☐ CP-1 (Plugging Application)

OPERATOR: License # 33497
Name: Finrock, Michael F. dba Rocky Road Oil Company
Address 1: 2189 45th ST
Address 2: _____
City: Bronson State: KS Zip: 66716 + _____
Contact Person: Michael F. Finrock
Phone: (620) 939-4360 Fax: (_____) _____
Email Address: _____

Well Location: _____ SW Sec. 5 Twp. 24 S. R. 22 ☒ East ☐ West
County: Bourbon
Lease Name: Finrock Well #: _____
If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:
SW S5, T24, R22E

Surface Owner Information:

Name: Clara Finrock
Address 1: 495 Unity Rd
Address 2: _____
City: Bronson State: KS Zip: 66716 + _____

When filing a Form T-1 involving multiple surface owners, attach an additional sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the county, and in the real estate property tax records of the county treasurer.

If this form is being submitted with a Form C-1 (Intent) or CB-1 (Cathodic Protection Borehole Intent), you must supply the surface owners and the KCC with a plat showing the predicted locations of lease roads, tank batteries, pipelines, and electrical lines. The locations shown on the plat are preliminary non-binding estimates. The locations may be entered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.

Select one of the following:

- ☒ I certify that, pursuant to the Kansas Surface Owner Notice Act (House Bill 2032), I have provided the following to the surface owner(s) of the land upon which the subject well is or will be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am filing in connection with this form; 2) if the form being filed is a Form C-1 or Form CB-1, the plat(s) required by this form; and 3) my operator name, address, phone number, fax, and email address.
- ☐ I have not provided this information to the surface owner(s). I acknowledge that, because I have not provided this information, the KCC will be required to send this information to the surface owner(s). To mitigate the additional cost of the KCC performing this task, I acknowledge that I am being charged a \$30.00 handling fee, payable to the KCC, which is enclosed with this form.

If choosing the second option, submit payment of the \$30.00 handling fee with this form. If the fee is not received with this form, the KSONA-1 form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 will be returned.

I hereby certify that the statements made herein are true and correct to the best of my knowledge and belief.

Date: 2-8-2011 Signature of Operator or Agent: Michael Finrock Title: Owner operator

RECEIVED

FEB 15 2011

Form 88 (Producers) (Kansas) B

OIL AND GAS LEASE

AGREEMENT, Made and entered into this 15th day of October XX 2007
 by and between Clara Finfrack
495 Unity Rd
Bronson KS 66716

of Michael Finfrack DBA: Rocky Road Oil Co. Party of the First part, hereafter called lessor (whether one or more)
 and One (1) party of the second part, lessee.

WITNESSETH, That the said lessor, for and in consideration of One (1) 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, here and performed, has created, 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 mining and operating for oil and gas, and laying pipe lines,
 and building tanks, towers, stations and structures thereon to produce, save and take care of said products, all that certain
 tract of land situated in the County of Bourbon State of Kansas, described as follows, to-wit:
West Quarter, Township 24, Range 22
160 Acre, Section 5

of Section 5 Township 24 Range 22 and containing 160 acres, more or less.

It is agreed that this lease shall remain in force for a term of 10 years from 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 he 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 pre-
 vailing market rate, for all gas used off the premises, said payments to be made MONTHLY
 and lessor to have gas free of cost from any such well for all lights 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 gas,
 one-eighth (1/8) of the gross proceeds at the prevailing market rate for the gas used, for the time during which such gas shall be
 used, said payments to be made MONTHLY

If no well be commenced on said land on or before the 19 day of October 19 XX
 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 sum shall operate as a rental and cover the privilege of deferring
 the commencement of a well for 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 of the same number of months successively. And it is under-
 stood and agreed that the consideration first recited herein, the down payment covers not only the privilege granted to the date
 when said first rental is payable 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 com-
 menced on said land within twelve months from the expiration of last rental period to 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 heretofore provided. And it is agreed that upon the resumption of the
 payment of rentals, as above provided, that the last preceding paragraphs heretofore, regarding 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.

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 wire lines below snow 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 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 assignment 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 not or make default in the payment
 of the proportionate part of the rents due from him or them, such default shall not operate to defect 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 payment 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.

In Testimony Whereof We Sign, this the 15th day of October XX 2007

Witness
Dawn J. Finfrack
Clara Finfrack

Clara Finfrack (SEAL)
Clara Finfrack (SEAL)
Clara Finfrack (SEAL)
Clara Finfrack (SEAL)

RECEIVED
 FEB 15 2011

KCC WICHITA

ACKNOWLEDGEMENT TO THE LEASE

STATE OF KANSAS, County of _____ ss.
 BE IT REMEMBERED, That on this _____ day of _____ in the year of our Lord one thousand nine hundred and _____, before me, a Notary Public in and for said County and State, came _____ and _____ his wife to me personally known to be the identical person who executed the above and foregoing instrument, and who each duly acknowledged the execution of the same.
 In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.
 My commission expires _____

 Notary Public

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____ the within named grant _____ in consideration of the sum of _____ Dollars to _____ in hand paid, the receipt whereof is hereby acknowledged, do _____ hereby sell, assign, transfer, set over and convey unto _____ heirs and assigns the within grant.
 TO HAVE AND TO HOLD THE SAME FOREVER, subject nevertheless, to the conditions therein contained.
 In Witness Whereof, the said grant _____ do hereby set hand _____ this _____ day of _____ 19 _____

ACKNOWLEDGMENT OF THE ASSIGNMENT

STATE OF KANSAS, County of _____ ss.
 BE IT REMEMBERED, That on this _____ day of _____ in the year of our Lord one thousand nine hundred and _____, before me, a Notary Public in and for said County and State, came _____ and _____ to me personally known to be the identical person who executed the above and foregoing instrument, and who each duly acknowledged the execution of the same.
 In Witness Whereof, I have hereunto set my official signature and affixed my notarial seal the day and year first above written.
 My commission expires _____

 Notary Public

FORM 10 (PRODUCERS) (KANSAS) B OIL AND GAS LEASE	FROM	TO	Date	Section	Township	Range	No. of Acres	County	State	Term	County of	State of	This instrument was filed for record on the _____ day of _____ at _____ o'clock _____ M., and duly recorded in book _____ page _____ of the records of this office.	By _____ Register of Deeds	By _____ Deputy Clerk

RECEIVED
FEB 15 2011

KCC WICHITA

ACKNOWLEDGMENT WHERE LESSOR SIGNS BY MARK

STATE OF KANSAS, County of Allen ss.
 On this 15th day of October, A. D. 2007, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Clara Finfrock and _____ to me known to be the identical person who executed the within and foregoing instrument by signing _____ in my presence and in the presence of Amanda Allen as witnesses, and acknowledged to me that she executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.
 Given under my hand and seal of office the day and year last above written.
 My commission expires July 8, 2011

 Notary Public

NOTE—The signature by mark of a lessor who cannot write his name must be witnessed by two witnesses, one of whom must write lessor's name near such mark.