

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

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.

Form T-1
March 2010
Form must be Typed
Form must be Signed
All blanks must be Filled

Check Applicable Boxes:

- ☒ Oil Lease: No. of Oil Wells 3 **
☐ 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: Peru-Sedan

Effective Date of Transfer: 2nd day of May, 2011

KS Dept of Revenue Lease No.: 141888

Lease Name: Von Merveldt

____ - ____ - S/2 - S/2 Sec. 18 Twp. 34 R. 12 ☒ E ☐ W

Legal Description of Lease: SW SE & SE SW S18 T34S R12E

County: Chautauqua

Production Zone(s): Peru

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, Lease assignment attached

Past Operator's Name & Address: _____

Title: _____

Contact Person: _____

Phone: _____

Date: _____

Signature: Oil & Gas Lease Attached

New Operator's License No. 34458

New Operator's Name & Address: Long and Ware Oil, a General Partnership

P.O. Box 554 Wynona, OK 74081

Title: Partner

Contact Person: John Long

Phone: (918) 625-7282

Oil / Gas Purchaser: Coffeyville Resources

Date: 1-24-12

Signature: John Long

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

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KCC WICHITA

DISTRICT _____ EPR 3/7/12 PRODUCTION 03-08-12 UIC 3-8-12
Mail to: Past Operator _____ New Operator _____ District _____

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

050211_Von Merveldt.pdf

Must Be Filed For All Wells

KDOR Lease No.: **141888**

* Lease Name: Von Merveldt

* Location: SW SE & SE SW S18, T34, R12E

[illegible]

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.

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

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

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

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 # 34458
Name: Long and Ware Oil, a General Partnership
Address 1: P.O. Box 554
Address 2: _____
City: Wynona State: OK Zip: 74081 + _____
Contact Person: John Long
Phone: (918) 625-7282 Fax: (_____) _____
Email Address: _____

Well Location:
_____ S/2. S/2 Sec. 18 Twp. 34 S. R. 12 ☒ East ☐ West
County: Chautauqua
Lease Name: Von Merveldt Well #: _____

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:
SW SE & SE SW S18 T34 R12E

Surface Owner Information:

Name: Rolf J. Von Merveldt, Jr.
Address 1: 4641 cobblestone
Address 2: _____
City: Wichita State: KS Zip: 67204 + _____

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: 1-24-12 Signature of Operator or Agent: John Long Title: Co-Owner

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Rama C. Benson
REGISTER OF DEEDS
Melody Rodriguez Deputy
OIL AND GAS LEASE

THIS AGREEMENT, entered into this 2nd day of May, 2011, between Rolf J. von Merveldt, Jr., Trustee of the Rolf J. von Merveldt Revocable Trust dated July 10, 2001, (hereinafter called lessor) and Lonnie Ware and John P. Long, Jr., (hereinafter called lessee), does witness:

1. That lessor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted, leased, and let, and by these presents does hereby grant, lease, and let exclusively unto the lessee the hereinafter described land, for the purpose of carrying on geological, geophysical, and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline, including all associated hydrocarbons produced in a liquid or gaseous form and including gas found in and produced from coal formations or coal seams and all zones in communication therewith, which gas is sometimes referred to as coal bed methane, coal seam gas or occluded gas and all other gases and their respective constituent vapors, (including coalbed methane gas, helium, and all other constituents and substances produced therewith), including the dewatering for production of coalbed methane gas, and for constructing roads, laying pipe lines, building tanks, storing oil, and erecting other structures thereon which are necessary or convenient for the economical operation of said land to produce, save, take care of, and manufacture all of such substances, said tract of land with any reversionary rights therein being situated in the county of Chautauqua, state of Kansas, and described as follows:

The Southwest Quarter of the Southeast Quarter (SW/4 SE/4) and the Southeast Quarter of the Southwest Quarter (SE/4 SW/4) of Section 18, Township 34 South, Range 12, East of the 6th P.M., Chautauqua County, Kansas

containing 80 acres, more or less.

2. This lease shall remain in force for a term of one year from the date hereof, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline, or any of the products covered by this lease are or can be produced.

3. The lessee shall deliver to lessor as royalty, free of cost, on the lease, or into the pipe line to which lessee may connect its wells, fifteen percent (15%) of all oil produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such 15% royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. 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 fifteen percent (15%) of the market value of such gas at the mouth of the well; if said gas is sold by lessee, then as royalty 15% of the proceeds of the sale thereof.

5. If 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. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work, other than surveying or staking the location, is done thereon which is necessary for such operations.

6. In case said lessor owns a less interest in the above-described land, other than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to said 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.

7. The lessee shall have the right to use gas, oil, and water found on said land for its operations thereon, except water from the wells or ponds of the lessor. When required by lessor, the lessee shall bury its pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises, without written consent of the lessor. Lessee shall have the right at any time during, and within six (6) months after the expiration of this lease, to remove all machinery, fixtures, houses, buildings, and other structures placed on said premises, including the right to draw and remove all casing. Lessee shall grade to the original level and restore the surface to its original condition, as nearly as practicable, within six (6) months after the expiration of this lease.

8. If the estate of either party hereof is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, devisees, executors, administrators, successors, and assigns, but no change of ownership in the land or in the rentals or royalties or any sum due under this lease shall be binding on the lessee until it has been furnished with either the original recorded instrument of conveyance or a duly certified copy thereof or a certified copy of the will of any deceased owner and of the probate thereof, or certified copy of the proceedings showing appointment of an administrator for the estate of any deceased owner, whichever is appropriate, together with all original recorded instruments of conveyance or duly certified copies thereof necessary in showing a complete chain of title back to lessor to the full interest claimed, and all advance payments of rentals made hereunder before receipt of said documents shall be binding on any direct or indirect assignee, grantee, devisee, administrator, executor, or heir of lessor.

9. If the leased premises are now or shall hereafter be owned in severalty or in separate tracts, the premises nevertheless shall be developed and operated as one lease, and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage.

10. Lessor hereby warrants and agrees to defend the title to the land herein-described and agrees that the lessee, at its option, may pay and discharge in whole or in part any taxes, mortgages, or other liens existing, levied, or assessed on or against the above-described lands and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax, or other lien, any royalty or rentals accruing hereunder.

11. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate, provided lessee (a) resumes production, (b)

08/11/02

initiates operations for recompleting an existing well within sixty (60) days from such cessation or (c) initiates operations for drilling a new well within sixty (60) days from such cessation, and this lease shall remain in force during the diligent prosecution of such operations and, if production results therefrom, then as long as production continues.

12. Lessee may at any time surrender or cancel this lease in whole or in part by delivering or mailing such release to the lessor, or by placing same of record in the proper county. In case said lease is surrendered and canceled as to only a portion of the acreage covered thereby, then all payments and liabilities thereafter accruing under the terms of said lease as to the portion canceled, shall cease and determine and any rentals thereafter paid may be apportioned on an acreage basis, but as to the portion of the acreage not released the terms and provisions of this lease shall continue and remain in full force and effect for all purposes.

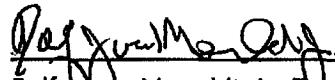
13. All provisions hereof, express or implied, shall be subject to all federal and state laws and the orders, rules, or regulations (and interpretations thereof) of all governmental agencies administering the same, and this lease, shall not be in any way terminated wholly or partially, nor shall the lessee be liable in damages for failure to comply with, any of the express or implied provisions hereof if such failure accords with any such laws, orders, rules, or regulations (or interpretations thereof). If, during the last six months of the primary term hereof, lessee should be prevented from drilling a well hereunder by the order of any constituted authority having jurisdiction there over, or if lessee should be unable during said period to drill a well hereunder due to equipment necessary in the drilling thereof not being available on account of any cause, the primary term of this lease shall continue until six months after said order is suspended and/or said equipment is available, but the lessee shall pay delay rentals herein provided during such extended time.

14. Lessee shall maintain in full force and effect during the term of said Oil and Gas Lease, a policy of general liability covering the Lessee's operations in an amount no less than \$300,000.00, and to provide a certificate of insurance to Lessor, upon request.

15. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor and lessee.

IN WITNESS WHEREOF, we sign the day and year first above written.

Rolf J. von Merveldt Revocable Trust dated July 10, 2001



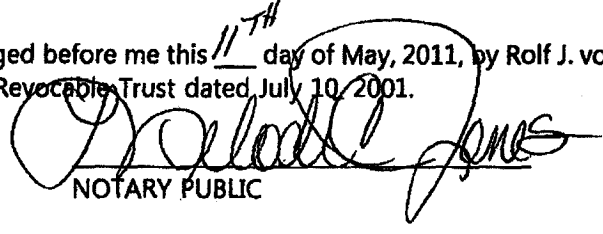
Rolf J. von Merveldt, Jr., Trustee, Lessor

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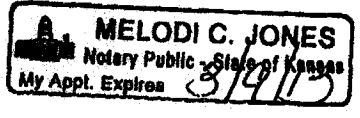
03PM102

STATE OF KANSAS)
)
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 11th day of May, 2011, by Rolf J. von Merveldt, Jr., Trustee of the Rolf J. von Merveldt Revocable Trust dated July 10, 2001.


NOTARY PUBLIC

My Appointment Expires:



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JAN 31 2012
KCC WICHITA

STATE OF KANSAS
Chautauqua County } ss \$12.00
This instrument was filed for
record this 17 day of May,
2011 at 10:10 o'clock AM and
duly recorded in book 154
of records on page 050

RELEASE OF OIL AND GAS LEASES

Laura C. Boeson
REGISTER OF DEEDS

Melody Rodriguez Deputy

KNOW ALL MEN BY THESE PRESENTS:

That I, George A. Hopkins, do hereby release, relinquish and surrender to the Lessors those two (2) certain oil and gas leases, described as follows:

- (1) Oil and Gas Lease dated on the ____ day of _____, 2008, and recorded on May 2, 2008 in Book 141 of Records at Page 055, from Rolf J. von Merveldt, Jr., Trustee of the Rolf J. von Merveldt Revocable Trust dated July 10, 2001, as Lessor, to Chautauqua Hills Real Estate Development, Inc., as Lessee;
- (2) Oil and Gas Lease dated on the ____ day of _____, 19____, and recorded on May 2, 2008 in Book 141 of Records at Page 057, from Paul J. von Merveldt, Trustee of the Paul J. von Merveldt Revocable Trust dated February 2, 1999, as Lessor, to Chautauqua Hills Real Estate Development, Inc., as Lessee;

both of such oil and gas leases covering the following described land, to wit:

The Southwest Quarter of the Southeast Quarter (SW/4 SE/4) and the Southeast Quarter of the Southwest Quarter (SE/4 SW/4) of Section 18, Township 34 South, Range 12, East of the 6th P.M., Chautauqua County, Kansas

said leases being recorded in the Office of the Register of Deeds of Chautauqua County, Kansas.

Witness the following signature of the present owner this 16th day of May, 2011.

George A. Hopkins
George A. Hopkins

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JAN 31 2012

KCC WICHITA

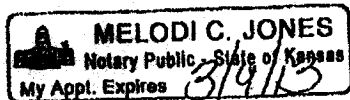
ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF MONTGOMERY)

The foregoing instrument was acknowledged before me this 16TH day of May, 2011, by George A. Hopkins.


NOTARY PUBLIC

My Appointment Expires:



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KCC WICHITA