

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 \_\_\_\_\_ \*\*
- ☒ Gas Lease: No. of Gas Wells 1 \*\*
- ☐ 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: MAY 2, 2013KS Dept of Revenue Lease No.: 232623 213342Lease Name: Myers\_\_\_\_ NE Sec. 22 Twp. 32 R. 18 ☒ E ☐ WLegal Description of Lease: NEQCounty: Labette **KCC WICHITA**Production Zone(s): JUN 18 2014Injection Zone(s): RECEIVED

Surface Pit Permit No.: \_\_\_\_\_

(API No. if Drill Pit, WO or Haul)

\_\_\_\_\_ feet from ☐ N / ☐ S Line of Section\_\_\_\_\_ feet from ☐ E / ☐ W Line of SectionType of Pit: ☐ Emergency ☐ Burn ☐ Settling ☐ Haul-Off ☐ Workover OR ☐ Drilling

Past Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

Past Operator's Name &amp; Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

Title: Assignment / Oil & Gas Lease  
Attached

Signature: \_\_\_\_\_

New Operator's License No. 34905 ✓Contact Person: Kris KowalskyNew Operator's Name & Address: Fastrak Energy, LLCPhone: 620 562 7164543 A 22000 RdOil / Gas Purchaser: postrock EnergyCherryvale, KS 67335Date: 6-9-14Title: owner-operatorSignature: [Signature]

**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 7-9-14 PRODUCTION JUL 11 2014 UIC 7-10-14  
Mail to: Past Operator \_\_\_\_\_ New Operator \_\_\_\_\_ District \_\_\_\_\_

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

\* Lease Name: Myers \* Location: Sec 22 Twp 32R 18E

[illegible]

\* 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  
January 2014  
**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 # 34905  
Name: Fastrak Energy LLC  
Address 1: 543A 22000 Rd  
Address 2: \_\_\_\_\_  
City: Cherryvale State: Ks Zip: 67335  
Contact Person: Kris Kowalsky  
Phone: ( 620 ) 562-7164 Fax: ( \_\_\_\_\_ ) \_\_\_\_\_  
Email Address: Kris KOWALSKY@yahoo.com

Well Location:  
\_\_\_\_\_ - 11. EQ Sec. 22 Twp. 32 S. R. 18 ☒ East ☐ West  
County: Labette  
Lease Name: Myers Well #: C-1

*If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:*

**Surface Owner Information:**

Name: Janet Myers  
Address 1: 15078 Elk Road  
Address 2: \_\_\_\_\_  
City: Mound Valley State: Ks Zip: 67354 + \_\_\_\_\_

*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 must provide the name and address of the surface owner by filling out the top section of this form and 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: 6/9/14 Signature of Operator or Agent: [Signature] Title: owner/operator

**KCC WICHITA**

**JUN 18 2014**

**RECEIVED**

051162

STATE OF KANSAS, LABETTE COUNTY  
THIS INSTRUMENT WAS FILED FOR RECORD  
AND DULY RECORDED IN BOOK  
52 OF 021 AT PAGE 68  
MAY 7 2013  
Dorinda Strickland  
REGISTER OF DEEDS  
FEES \$8.00

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, President,  
of JAMES D. LORENZ, LLC, a Kansas limited liability company,  
(hereinafter called Assignor),

for and in consideration of One Dollar (\$1.00) the receipt whereof is hereby  
acknowledged, does hereby sell, assign, transfer and set over unto

KRISTOPHER J. KOWALSKY and MICHELLE A. KOWALSKY, husband and wife,  
(hereinafter called Assignee),

all of its interest in and to the OIL AND GAS LEASE dated May 28, 2010, from  
Janet Myers, Lessor, to James D. Lorenz LLC, Lessee, recorded in Book 50, Page  
64, Register of Deeds, Labette County, Kansas, covering the Northeast Quarter  
(NE/4) of Section 22, Township 32, Range 18, Labette County, Kansas,

together with the rights incident thereto and the personal property thereon,  
appurtenant thereto, or used or obtained in connection therewith.

And for the same consideration the Assignor covenants with the Assignee,  
their heirs, successors or assigns; that the Assignor is the lawful owner of and  
has good title to the interest above assigned in and to said lease, estate,  
rights and property, free and clear from all liens, encumbrances or adverse  
claims; that said lease is a valid and subsisting lease on the land above  
described, and all rentals and royalties due thereunder have been paid and all  
conditions necessary to keep the same in full force have been duly performed; and  
that the Assignor will warrant and forever defend the same against all persons  
whomsoever, lawfully claiming or to claim the same.

EXECUTED this 15<sup>TH</sup> day of MARCH, 2013.

JAMES D. LORENZ, LLC

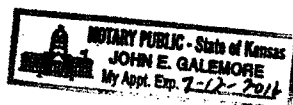
By: James D. Lorenz

STATE OF KANSAS, COUNTY OF Neosho, ss:

The foregoing instrument acknowledged before me this 15<sup>TH</sup> day of  
March, 2013, by James D. Lorenz, President of JAMES D.  
LORENZ, LLC, a Kansas limited liability company.

John E. Galemore  
Notary Public

My Appointment Expires:



KCC WICHITA

JUN 18 2014

RECEIVED

AGREEMENT, Made and entered into MAY 28<sup>TH</sup> 2010, by and betweenJANET MYERSParty of the first part, hereinafter called lessor (whether one or more) an  
JANETS ~~PROPERTIES~~ LORENZ LLC Party of the second part, hereinafter called lesseeWITNESSETH, That the said lessor, for and in consideration of (CLEAN UP OLD LEASE TITLE) DOLLARS 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 LABETTE State of KANSAS

described as follows, to-wit:

1/4 E 1/4of Section 22 Township 32 Range 18 and containing 160 acres more or lessIt 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 he may connect his wells, the equal one-third 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 a royalty 1/3 of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty 1/3 of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty 1/3 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 a 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 12-12-2010, 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 aor its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of \$300.00 DOLLARS, which shall operate as a rental and cove

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 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 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 rental 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 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 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 heir authorizing payment or tender for deposit to their credit as hereinbefore provided, at least thirty days before said rentals and royalties are 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 receive from 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.

\$300.00 FOR WELL LOCATION ON GAS 1/4  
1/3 FEE TO LAND OWNER ON EX 4 WELLS 3/16 OIL  
NEW WELLS WHEN TAP TO SELL GAS 1/4 IN

SCANNED

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_  
of \_\_\_\_\_  
corporation, on behalf of the corporation.  
My commission expires \_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)

OIL AND GAS LEASE

FROM

TO \_\_\_\_\_  
Date \_\_\_\_\_  
Section \_\_\_\_\_ Twp. \_\_\_\_\_ Rge. \_\_\_\_\_  
No. of Acres \_\_\_\_\_ Term \_\_\_\_\_  
County \_\_\_\_\_  
STATE OF \_\_\_\_\_  
County \_\_\_\_\_  
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.  
When recorded, return to \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_  
My commission expires \_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_  
My commission expires \_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_  
My commission expires \_\_\_\_\_  
Notary Public