

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1

July 2014

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: Bolton Pool**** Side Two Must Be Completed.**Effective Date of Transfer: 6/1/2013KS Dept of Revenue Lease No.: 144411Lease Name: Bright f/ka White Lease____ NE Sec. 9 Twp. 33S R. 15 ☒ E ☐ WLegal Description of Lease: N/2 NE/4, 9-33S-15ECounty: MontgomeryProduction Zone(s): Bartlesville Sand

Injection Zone(s): _____

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)Type of Pit: ☐ Emergency ☐ Burn ☐ Settling☐ Haul-Off ☐ Workover ☒ DrillingPast Operator's License No. 3123454 6/30/14 New Lease AttachedPast Operator's Name & Address: This property was formerly
known as White Lease

Title: _____

Contact Person: _____

Phone: _____

Date: _____

Signature: _____

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AUG 20 2014
CONSERVATION DIVISION
WICHITA, KS

New Operator's License No. 6329New Operator's Name & Address: Wayne Bright

Bright Futures, Inc., 3166 CR 4000, Independence, KS 67301

Title: Owner/OperatorContact Person: Wayne BrightPhone: 620-330-2891Oil / Gas Purchaser: Coffeyville ResourcesDate: 6/1/2013Signature: Wg < S, H

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 8-25-14 PRODUCTION AUG 26 2014 UIC 8-26-14
Mail to: Past Operator _____ New Operator _____ District _____

* Lease Name: Bright f/ka White Lease * Location: NE/4, 9-33S-15E

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 2014
Form Must Be Typed
Form must be Signed
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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 # 6329
Name: Wayne Bright
Address 1: 3166 CR 4000
Address 2: _____
City: Independence State: KS Zip: 67301 + _____
Contact Person: Wayne Bright
Phone: (620) 330-2891 Fax: (_____) _____
Email Address: _____

Well Location:
____ - ____ - ____ NE Sec. 9 Twp. 33 S. R. 15 ☒ East ☐ West
County: Montgomery
Lease Name: Bright f/k/a White Lease Well #: _____

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

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WICHITA, KS

Surface Owner Information:

Name: Wayne E. Bright and Becky Bright
Address 1: 3166 CR 4000
Address 2: _____
City: Independence State: KS Zip: 67301 + _____

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: 8-18-14 Signature of Operator or Agent: Wayne E. Bright Title: OWNER / OPERATOR

State of Kansas, Montgomery County
This instrument was filed for
Record on January 03, 2014 08:49:00 AM
Recorded in Book 625 Page 591-592
Fee: \$12.00 201400015



Marilyn Calhoun
Marilyn Calhoun, Register of Deeds

OIL AND GAS LEASE

AGREEMENT, Made and entered into effective for all purposes July 1, 2013, by and between **Wayne E. Bright and Becky Bright, husband and wife**, whose mailing address is 3166 CR 4000, Independence, Kansas 67301, hereinafter called Lessor, and **Bright Futures, Inc.**, whose mailing address is 3166 CR 4000, Independence, Kansas 67301, hereinafter called Lessee:

WITNESSETH: That the said Lessor, for and in consideration of TEN DOLLARS (\$10.00), cash in hand paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on 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 the said Lessee for the sole and only purpose of exploring by geophysical and other methods, operating for oil and gas, and of laying of pipe lines, and of building tanks, power stations and structures thereon to produce, save and take care of said products, all that certain tract of land situated in the County of Montgomery, State of Kansas, described as follows, to-wit:

N/2 NE/4, except the East 660 feet thereof, Section 9, T33S, R15E, Montgomery County, Kansas, less and except Commencing at the Northwest corner of said N/2 NE/4; thence N 88°30'40" E along the North line of said N/2 NE/4 a distance of 934.50 feet to the true point of beginning; thence continuing N 88°30'40" E along said North line a distance of 408.50 feet; thence leaving said North line, S 01°29'20" E a distance of 330.00 feet, thence S 88°30'40" W a distance of 646.50 feet; thence N 01°29'20" W a distance of 192.00 feet; thence N 88°30'40" E a distance of 238.00 feet, thence N 01°29'29" W a distance of 138.00 feet to the point of beginning

and containing 70 acres, more or less.

Subject to the provisions herein contained, this lease shall remain in force for a term of one (1) year from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons, gas or other constituent products, or any of them, are produced from said land or land in commercial quantities.

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 three-sixteenths (3/16) 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, three-sixteenths (3/16), at the market price at the well for the gas sold or used off the premises or in the manufacture of products therefrom, said payments to be made monthly.

The minimum royalty to be paid the Lessor is \$3,500 per lease year measured from the annual date of this lease.

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 the 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 Lessee's operation thereon.

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 install and maintain cattle tight fences or panels around all of Lessee's surface facilities, wells and pits.

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.

Lessee shall keep the land free of trash, debris and junk arising from Lessee's activities.

Lessee shall assume responsibility for the plugging of any of the existing wells on the land which Lessee may re-enter or actively operate.

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 Lessee has been furnished with a written transfer or assignment or a true copy thereof. 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.

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, but no such release shall relieve the Lessee from its obligations hereunder.

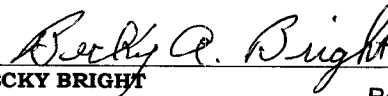
All express or implied covenants of this lease shall be subject to all Federal and State Laws, Executive Orders, Rules or Regulations, and this lease shall not be terminated, in whole or in part, nor Lessee held liable in damages, for failure to comply therewith, if compliance is prevented by, or if 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 any mortgages, taxes or other liens on the above described lands, in the event of default or 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.

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

Lessor


WAYNE E. BRIGHT


BECKY BRIGHT

Received
KANSAS CORPORATION COMMISSION

AUG 20 2014

CONSERVATION DIVISION
WICHITA, KS

STATE OF KANSAS)
COUNTY OF MONTGOMERY) SS:

BE IT REMEMBERED that on this 1st day of July, 2013, before me, a Notary Public in and for the County and State aforesaid, came **Wayne E. Bright and Becky Bright, husband and wife**, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same to be their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.


NOTARY PUBLIC JON R. VIETS

My Appointment Expires:

July 28, 2014

