

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

060115\_Heeler.pdf

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: Paola-Rantoul

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

Effective Date of Transfer: 6/1/2015

KS Dept of Revenue Lease No.: 144130

Lease Name: Heeler (Straley)

     -      -      NW Sec. 8 Twp. 17 R. 22 ☒ E ☐ W

Legal Description of Lease: NW/4 of the Sec.8 Twp.17 R.22E

County: Miami

Production Zone(s): unknown

Injection Zone(s): unknown

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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 Section

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

Past Operator's License No. 6195 (Inactive)

Past Operator's Name & Address: Aegean Petroleums, Inc.  
7 Lewis Dr, Po Box B. Paola, Ks 66071

Title: President

Contact Person: N.L. Cornelius

Phone: 913-294-5157

Date:     

Signature:     

O+G Lease Attached

Received  
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JUN 29 2015  
CONSERVATION DIVISION  
WICHITA, KS

New Operator's License No. 34483 ✓

New Operator's Name & Address: L&P Enterprises, LLC  
29975 Indianapolis Rd  
Paola, KS 66071

Title: Operator

Contact Person: Kevin Wiseman

Phone: 913-238-00404

Oil / Gas Purchaser:     

Date: 6/1/15

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 9-30-15 PRODUCTION 10-1-15 UIC 10-1-15  
Mail to: Past Operator      New Operator      District     

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

\* Lease Name: Heeler (Straley) \* Location: NW/4 of the Sec.8 Twp.17S R.22E

CONSERVATION DIVISION  
WICHITA, KS

\* 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  
January 2014  
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 # 34483  
Name: L&P Enterprises, LLC  
Address 1: 29975 Indianapolis Rd.  
Address 2: \_\_\_\_\_  
City: Paola State: KS Zip: 66071 + \_\_\_\_\_  
Contact Person: Kevin Wiseman  
Phone: ( 913 ) 238-0404 Fax: ( \_\_\_\_\_ ) \_\_\_\_\_  
Email Address: NA

Well Location:  
\_\_\_\_\_ - \_\_\_\_\_ - NW Sec. 8 Twp. 17 S. R. 22 ☒ East ☐ West  
County: Miami  
Lease Name: Heeler (Straley) Well #: \_\_\_\_\_

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

NW/4 of the Sec.8 Twp.17S R.22E

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**Surface Owner Information:**

Name: Larry and Janis Wiseman  
Address 1: 36033 W 29th St.  
Address 2: \_\_\_\_\_  
City: Paola State: KS Zip: 66071 + \_\_\_\_\_

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: 6/1/15 Signature of Operator or Agent: [Signature] Title: Owner

✓ LARRY & JANIS WISEMAN  
PICKED UP  
KS

2013-03164



\* 2 0 1 3 - 0 3 1 6 4 3 \*

2013-03164

KATIE FORCK

MIAMI COUNTY REGISTER OF DEEDS

DATE RECORDED: 06/20/2013 11:58:01AM

TOTAL FEES: 16.00

MTG AMOUNT: 0.00

PAGES: 3 RECEIPT: 43497

## Oil and Gas Lease

Agreement made and entered into by and between Larry and Janis Wiseman, Co trustees of Wiseman Living Trust dated June 6, 2008., party of the first part, hereinafter called Lessor (whether one or more), and Heeler Oil, LLC., a Kansas Limited Liability Company, 36033 W295th St, Paola, Kansas 66071, party of the second part, hereinafter called Lessee.

Witnessed, that the said Lessor, for and in consideration of \$1.00 (one dollar), 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, 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, mining and operating for oil (including distillate and condensate), gas (including casing-head and helium and all other constituents) (hereinafter referred to as "Leased Substances and Component Substances), and for laying pipe lines and building tanks, power stations and structures thereon, to produce, save and take care of said products, all that certain tract of land, together with any reversionary rights therein, situated in the County of Miami, State of Kansas, described as follows, to-wit:

(Heeler Lease)

Tract A:

East ½ of the NW¼ of Section 8, township 17S., range 22 E, less the NW 10 Acres. Said property contains 70 acres more or less, in Miami County, Kansas

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(Hereinafter referred to as "Leased Land").

In consideration of the premises the said lessee covenants and agrees:

1. The primary term of this lease is for one (1) year from this date and as long thereafter as gas or its constituent products or other hydrocarbons are produced from the leases' land, or lands with which said land is unitized or pooled. If on the last day of the primary term, operations are being conducted on the leases land this lease will extend beyond the termination date for so long as operations are being pursued. If production results from the operations, this lease will remain in effect for so long as there is productions from the leased land or lands with which said land is unitized or pooled. If operations result in a dry hole, lessee, at its options, has 60 days following the date the dry hole is drilled to begin operations on a new well. There is no limit on the number of dry holes lessee can drill under this section. As used in this lease the following terms will have the indicated meaning: "Dry Hole": A well not capable of productions in paying quantities.
2. Lessee will pay to lessor a Royalty as follows:
  - a. The lessee shall deliver as royalty, free of cost, to lessor at the wells, or to the credit of lessor into the pipe line to which lessee may connect its wells, the equal one-eighth (1/8) part of all oil (including but not limited to distillate and condensate) produced and saved from the leased premises, or at the lessee's option may pay to the lessor for such one-eighth (1/8) royalty the market price at the wells in the field or area for oil of like grade and gravity.
  - b. The lessee shall pay to lessor for gas of whatsoever nature and kind (with all of its constituents) produced and used by the lessee for the manufacture of gasoline or any other product, as royalty, one-eighth (1/8) of the marketing value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty one-eighth (1/8) of the proceeds of the sale thereof at the mouth of the well; said payments to be made monthly. Out of any surplus not needed for operations hereunder, the lessor may have free of charge, gas from any gas well on the leased

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premises for stoves and inside lights in the existing principal dwelling house on said land by making his connections with the well, the use of such gas to be at the lessors' sole risk and expense.

3. If production from the leased land ceases regardless of the cause, lessee has 90 days following the date of such cessation to begin operations or reworking activities in an effort to regain production from the leased land. If lessee commences operations or reworking activities within the stated period of time, this lease will remain in effect for so long as operations or reworking activities within the stated period of time, this lease will remain in effect for so long as operations or reworking activities are diligently pursued. If production results from the operations or reworking activities, this lease will remain in effect for so long as there is production from the leased land. If operations or reworking activities result in a dry hole, lessee at its option, has 60 days following the date the dry hole is drilled to begin operations on a new well.

If the leased land is capable of production, but lessee is unable to market production, lessee may declare one or more of the wells on the leased land to be shut-in. The durations of this lease, will extend beyond the termination date for so long as the shut-in well exists on the leased land. Lessee shall be obligated to pay to lessor the sum of ten dollars per mineral acre encumbered by this lease at the end of each year during which any well upon the leased land is declared to be shut-in, failure to pay said sum shall not effect a termination or forfeiture of this lease. As used in this lease the following terms will have the indicated meaning: "Declare": Lessee provides Lessor with a written notice stating production from a well is "shut-in": A well capable of production in paying quantities which is not being produced and marketed and has been Declared to be shut-in by lessee.

4. Lessee is hereby granted the right at any time and from time to time to unitize or pool the leased premises or any portion or portions thereof, as to all strata or any stratum or strata covered by this lease, with any other lands as to all strata or any stratum or strata covered by this lease, for the production primarily of oil or primarily of gas with or without distillate. Lessee shall file written unit or pool designations in the county in which the leased premises are located. Operations upon and production were from the leased premises whether or not the well or wells are located thereon. The entire acreage within a unit or pool shall be treated for all purposes as if it were covered by and included in this lease, except that the royalty on production from the unit or pool shall be as below provided, and only the part of the acreage originally leased and then actually embraced by the unit or pool shall be counted. In respect to production from the unit or pool, lessee shall pay lessor, in lieu of other royalties thereon, only such proportion of the royalties 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 in the unit or pool.
5. 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 shall be paid to the lessor only in the proportion which his interest bears to the whole and undivided fee.
6. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for its operations thereon, except water from wells of lessor.
7. When requested by the lessor, lessee shall bury his pipe lines below plow depth.
8. 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.
9. Lessee shall pay for all damages caused by its operations to growing crops on said land.
10. 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.
11. 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. However, no change or division in ownership of the land or royalties shall enlarge the obligations or diminish the rights of lessee. No change in the ownership of the land 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 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 and all direct or indirect assignees, grantees, devisees, administrators, executors, or heirs of lessor. In

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the event this lease shall be assigned as to part or as to parts of the above described land and the holder or holders of the lease as to any such part or parts shall made default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease insofar as it covers a part or parts of said land upon which the lessee or any assignee hereof shall make due payment of said rentals.

12. The leased premises are now or may hereafter be owned in severalty or in separate tracts. The premises may nevertheless be developed and operated as one lease, and all royalties accruing hereunder shall be divided among and paid to such separate owners in the proportion that the acreage owned by such separate owner bears to the entire leased acreage. 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 now or hereafter be divided by sale, devise, descent or otherwise, or to furnish separate receiving or measuring tanks or devices.
13. Lessor hereby warrants and agrees to defend the title to the and 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 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 and my reimburse itself from any rental or royalties accruing hereunder.
14. This lease shall be effective as to each Lessor on execution thereof as to his or her interest and shall be binding on those signing, notwithstanding some of the Lessors above named may not join in the execution hereof. The word "lessor" as used in this lease means the party or parties who execute this lease as lessor, although not named above.
15. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises or any strata covered by this lease by delivering or mailing a release thereof to lessor, or by placing a release of record in the proper County.

IN TESTIMONY WHEREOF, I sign this the 20th day of June, 2013.

Larry Wiseman  
Larry Wiseman (Trustee)

Janis Wiseman  
Janis Wiseman (Trustee)

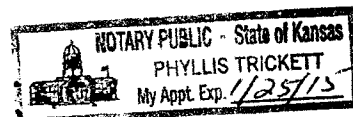
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State of Kansas )  
County of Miami ) SS:

This instrument was acknowledged before me on 20th day of June, 2013 by Larry Wiseman and Janis Wiseman.

Phyllis Trickett  
Notary Public

My appointment expires: 1/25/15



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