

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

070615\_Thomas\_INL.pdf

Form T-1  
July 2014

**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 n/a \*\*  
☐ Gas Gathering System: n/a  
☐ Saltwater Disposal Well - Permit No.: n/a  
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: Cherokee coal gas area

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

Effective Date of Transfer: n/a 7/6/15

KS Dept of Revenue Lease No.: N/A

Lease Name: Thomas

Sec. 18 Twp. 29s R. 13 ☒ E ☐ W

Legal Description of Lease: sw 1/4 of 17, se 1/4, e 1/2 sw 1/4, w 1/2 sw 1/4  
lots 3 and 4) and sw 1/4 nw 1/4 (lot 2)

County: elk

Production Zone(s): Red Fork

Injection Zone(s): n/a

Surface Pit Permit No.: n/a  
(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. \_\_\_\_\_

Contact Person: KCC WICHTA

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

Phone: AUG 06 2015

Title: Approved - Legal

Date: RECEIVED

Signature: Oil + Gas Lease Attached

New Operator's License No. 5953 ✓

Contact Person: Andy Park

New Operator's Name & Address: A.R.&R. Ltd.

Phone: 620-252-5009

6213 Sawgrass Pl. Bartlesville Okla. 74006

Oil / Gas Purchaser: \_\_\_\_\_

Date: 7-15-15

Title: Agent

Signature: Andy Park

**Acknowledgment of Transfer:** The above request for transfer of injection authorization, surface pit permit # n/a 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: \_\_\_\_\_

\_\_\_\_\_ is acknowledged as  
the new operator of the above named lease containing the surface pit  
permitted by No.: \_\_\_\_\_ .

Date: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_  
Authorized Signature

DISTRICT \_\_\_\_\_ EPR 9-1-15 PRODUCTION 9-1-15 UIC 9-1-15  
Mail to: Past Operator \_\_\_\_\_ New Operator \_\_\_\_\_ District \_\_\_\_\_

\* Lease Name: Thomas \* Location: Sec 17 & Sec18, 29s 13e, Elk Co. KS

[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.

Received  
KANSAS CORPORATION COMMISSION

**AUG 03 2015**

CONSERVATION DIVISION  
WICHITA, KS

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form KSONA-1  
July 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 # 5953  
Name: A.R.&R. Ltd  
Address 1: 6213 Sawgrass Pl.  
Address 2: \_\_\_\_\_  
City: Bartlesville State: OK Zip: 74006 + \_\_\_\_\_  
Contact Person: Andy Park  
Phone: ( 620 ) 252-5009 Fax: ( \_\_\_\_\_ ) \_\_\_\_\_  
Email Address: searchersllc@yahoo.com

Well Location:  
\_\_\_\_\_ Sec. 17 Twp. 29 S. R. 13 ☒ East ☐ West  
County: elk

Lease Name: Thomas Well #: \_\_\_\_\_

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

SW 1/4 sec 17, SE1/4,E1/2 SW1/4, W1/2 SW1/4  
(lots 3&4) and SW1/4 Nw1/4 (lot 2)

**Surface Owner Information:**

Name: Charles Thomas  
Address 1: RR 1 Box266, Fall River, Kansas 67047  
Address 2: \_\_\_\_\_  
City: Fall River State: KS Zip: 67047 + \_\_\_\_\_

Received  
KANSAS CORPORATION COMMISSION  
AUG 03 2015  
CONSERVATION DIVISION  
WICHITA, KS

*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: 7-15-2015 Signature of Operator or Agent: Andy Park Title: President

## OIL AND GAS LEASE

AGREEMENT, Made and entered into the 30<sup>th</sup> day of December, 2013, by and between Charles C. Thomas, a single man, individually and as Trustee of both the Charles C. Thomas Trust and the Elizabeth I. Thomas Trust, whose mailing address is RR. #1, Box 266, Fall River, Kansas 67047, hereinafter called Lessor, and Searchers LLC, whose mailing address is 6213 Sawgrass Place, Bartlesville, Oklahoma 74006, 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 Elk, State of Kansas, described as follows, to-wit:

T29S, R13E, Elk County, Kansas

~ Section 17: SW/4

~ Section 18: SE/4, E/2 SW/4, W/2 SW/4 (Lots 3 and 4) and SW/4 NW/4 (Lot 2)

and containing 520 acres, more or less, together with the rights of ingress and egress through Lessor's adjoining lands described as NE/4 NE/4 of 13-29S-12E and Lot 1 18-29S-13E for purposes of access and for purposes of establishing a road, utility services and the installation of product lines for the import and export of oil, gas and other substances.

Subject to the provisions herein contained, this lease shall remain in force for a term of eighteen (18) months 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 one-eighth (1/8) 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, one-eighth (1/8), 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.

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.

When gas is not being sold or used and a gas well capable of producing in paying quantities is shut in or has commenced dewatering operations on the leased premises or on acreage pooled therewith, whether or not said well has theretofore actually produced, and there is no current production of oil or gas or operations on the leased premises or acreage pooled therewith sufficient to keep this lease in force beyond its primary term, this lease shall, nonetheless, remain in full force and effect, and it will be deemed that gas is being produced in paying quantities if Lessee pays or tenders \$10.00 per net mineral acre annually as shut-in royalty, at the end of each yearly period during which such gas is not sold or used.

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. Lessee shall have the right to use water from Lessor's ponds or streams for drilling operations (estimated 500 bbls per well), but not for fracking purposes except with the Lessor's consent to use for such purpose.

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

Lessee

Charles C. Thomas  
CHARLES C. THOMAS

Searchers LLC

Andy Park  
ANDY PARK, Manager

STATE OF KANSAS )  
COUNTY OF ELK ) SS:

BE IT REMEMBERED that on this 24<sup>th</sup> day of December, 2013, before me, a Notary Public in and for the County and State aforesaid, came Charles C. Thomas, a single man, individually and as Trustee of both the Charles C. Thomas Trust and the Elizabeth L. Thomas Trust, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same to be his 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.

John R. Vietz  
NOTARY PUBLIC

My Appointment Expires: July 20, 2014

KANSAS  
STATE OF OKLAHOMA )  
COUNTY OF WASHINGTON ) SS:  
MONTGOMERY

BE IT REMEMBERED that on this 30<sup>th</sup> day of December, 2013, before me, a Notary Public, in and for the County and State aforesaid, came Andy Park, Manager of Searchers LLC, a limited liability company organized and existing under and by virtue of the laws of the State of Kansas, and who is personally known to me to be such officer and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said company, and such person duly acknowledged the execution of the same to be the act and deed of said company.

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

Becky R. Overton  
NOTARY PUBLIC

My Appointment Expires: 8/27/17

