

KANSAS CORPORATION COMMISSION 022716\_Minckley.pdf  
OIL & GAS CONSERVATION DIVISION

Form T-1  
July 2014

Form must be Typed  
Form must be Signed  
All blanks must be Filled  
**RECEIVED**  
KCC DIST # 3

**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.

**MAR 04 2016**

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Check Applicable Boxes:

- ☒ Oil Lease: No. of Oil Wells 4 \*\*  
☐ 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: Southeast Colony

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

Effective Date of Transfer: ~~2/10/16~~ 2/27/16

KS Dept of Revenue Lease No.: 126425

Lease Name: Minckley Sect. 4

S1/2 - & - SE1/4 - Sec. 4 Twp. 23 R. 19 ☒ E ☐ W

Legal Description of Lease: S 1/2 SE 1/4, NW added K. Splane

well # R3

County: Anderson

Production Zone(s): Squirrel

Injection Zone(s): \_\_\_\_\_

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. 33135 New Lease by Landowner. Copy Attached

Past Operator's Name & Address: Gary C Splane

Title: \_\_\_\_\_

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

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

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

Signature: Oil + Gas Lease Attached

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New Operator's License No. 35171

New Operator's Name & Address: Iantha Resources, LLC

21517 NW 1650 Road

Garnett, KS 66032

Title: Member

Contact Person: David Lybarger

Phone: 785-448-8363

Oil / Gas Purchaser: MV Purchasing

Date: 2/16/16

Signature: David Lybarger

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WICHITA, KS

**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 3-25-16 PRODUCTION 3-29-16 UIC 3-28-16

Mail to: Past Operator \_\_\_\_\_ New Operator \_\_\_\_\_ District \_\_\_\_\_

\* Lease Name: Minckley Sect 4

\* Location: S 1/2 & SE 1/4, NW-Well R3

[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.

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Form KSONA-1  
July 2014  
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**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 # 33135  
Name: Gary C. Splane  
Address 1: P.O. Box 254  
Address 2: \_\_\_\_\_  
City: Chanute State: KS Zip: 66720 + \_\_\_\_\_  
Contact Person: Gary Splane  
Phone: ( 620 ) 433-0448 Fax: ( \_\_\_\_\_ ) \_\_\_\_\_  
Email Address: \_\_\_\_\_

Well Location:  
S1/2 SE1/4 - - - - Sec. 4 Twp. 23 S. R. 19 ☒ East ☐ West  
County: Anderson  
Lease Name: Minckley Sect 4 Well #: \_\_\_\_\_

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

S1/2&SE1/4 Sec 4 TWP 23 R 19E

\*NW - Well R3

**Surface Owner Information:**

Name: Gary Minckley  
Address 1: 20916 SW 250th Road  
Address 2: \_\_\_\_\_  
City: Colony State: KS Zip: 66015 + \_\_\_\_\_

*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.

3-24-16  
Date: \_\_\_\_\_ Signature of Operator or Agent: Gary C. Splane Title: Past Owner

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OIL AND GAS LEASE

THIS AGREEMENT made and entered into this 27 day of February, 2016, by and between GARY L. MINCKLEY and SHARON K. MINCKLEY, husband and wife, (hereinafter, sometimes "Lessor") and IANTHA RESOURCES, LLC, a Kansas limited liability company (hereinafter, sometimes "Lessee").

WITNESSETH: Lessor, for and in consideration of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS, the 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 said Lessee, for the sole and only purpose of mining and operating for oil and gas, and 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 Anderson, State of Kansas, described particularly on Exhibit A attached hereto.

It is agreed that this lease shall remain in full force for a term of two years from this date, and as long thereafter as oil or gas, or either of them, is produced in paying quantities from said land.

In consideration of the premises, Lessee covenants and agrees:

1. (a) To deliver to the credit of Lessor, free of cost, in the pipe line to which he may connect his wells, the equal one-eighth part of all oil produced and saved from the leased premises.

(b) To pay Lessor for gas, including casinghead gas or other gaseous substance, either where only such substance is found or where such substance is produced from any oil well, one-eighth of the gross proceeds at the prevailing market rate (but, as to gas sold by Lessee, in no event more than one-eighth of the net proceeds received by the Lessee from such sales), for all gas used off the premises, said payments to be made monthly and Lessor to have gas free of cost for all stoves and inside lights in the principal dwelling house on said land during the same time by making his own connections with the well at his own

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risk and expense.

(c) Where 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 as 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.

2. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in said land less than the entire fee simple estate, then the royalties and rentals to be paid Lessor shall be reduced and/or adjusted proportionately, and the signing of this agreement shall be binding on each of the above named parties who sign, regardless of whether it is signed by any of the other parties.

3. 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, with the right to use so much of the surface of said land as is necessary to carry out the purposes hereinbefore set out for the economical operation of said land along or conjointly with other land.

4. When requested by Lessor, Lessee shall bury all lines, including electric lines, below plow depth.

5. 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.

6. Lessee shall pay for damages caused by its operations to growing crops on said land, to fences, terraces and any other real property damages.

7. 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. Upon removal of said equipment, Lessee shall plug all wells thereon and restore the surface as provided by law.

8. 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

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Minckley to Iantha Resources, LLC  
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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 or extension thereof.

9. 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 a 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 heirs authorizing payment or deposit 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 proportionately 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 issues or any assignee thereof shall make due payment 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.

10. 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 of receiving tanks for the oil produced from each separate tracts.

11. 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 of payment by Lessor, and be subrogated to

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the rights of the holder thereof and may reimburse itself from any rental or royalties accruing hereunder.

12. The terms, covenants, and conditions hereof shall run with said land and herewith and shall be binding upon the parties hereto, their heirs, administrators, devisees, executors, successors and assigns. This instrument is binding upon any one who subscribes their name hereto whether named in the body of this lease or not, and regardless of whether any owners of any other interests subscribe their name hereto whether named in the body of this lease or not, and regardless of whether any owners of any other interests subscribe their names hereto. However, 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 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.

13. This lease agreement is deemed to be executed in the State of Kansas, regardless of where signed, and shall be construed under Kansas law.

IN WITNESS WHEREOF, this lease agreement is signed and delivered as of the day and year first above written.

Gary L. Minckley  
Gary L. Minckley, Lessor

Sharon K. Minckley  
Sharon K. Minckley, Lessor

IANTHA RESOURCES, LLC  
by David R. Lybarger  
David R. Lybarger, Trustee  
A Managing Member

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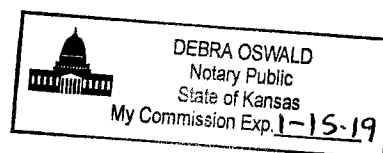
CONSERVATION DIVISION  
WICHITA, KS

STATE OF KANSAS           )  
                                          ) ss:  
COUNTY OF ANDERSON    )

SIGNED and ACKNOWLEDGED before me on this 29<sup>th</sup> day of February, 2016, by Gary L. Minckley and Sharon K. Minckley, husband and wife.

Debra Oswald  
Notary Public

My appointment expires  
1-15-2019



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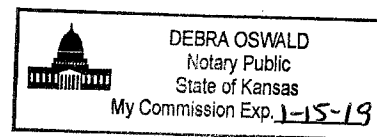
STATE OF KANSAS           )  
                                          ) ss:  
COUNTY OF ANDERSON    )

SIGNED and ACKNOWLEDGED before me on this 29<sup>th</sup> day of  
February, 2016, by David R. Lybarger, Trustee, a managing member  
of Iantha Resources, LLC, a Kansas limited liability company, for  
and on behalf of the company.

*Debra Oswald*

Notary Public

My appointment expires  
1-15-2019



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EXHIBIT A

Tract A: The Southeast Quarter (SE $\frac{1}{4}$ ) of Section 3, Township 23 South, Range 19 East of the 6th P.M., except the following described tract: Beginning at the southeast corner of said quarter section, thence West 25 feet, thence North 82 rods, thence East 25 feet, thence South 82 rods to place of beginning, containing 159 acres, more or less, Anderson County, Kansas.

Tract B: The South Half (S $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 3, Township 23 South, Range 19 East of the 6th P.M., Anderson County, Kansas.

Tract C: The North Half (N $\frac{1}{2}$ ) of the Southwest Quarter of Section 3 together with a tract of land commencing at the southwest corner of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section 3, running North on section line to the north bank of Deer Creek, thence East 7 rods, thence South to half-section line, thence West to place of beginning, containing in all 81.25 acres, more or less, and all in Township 23 South, Range 19 East of the 6th P.M., Anderson County, Kansas.

Tract D: Commencing at the northeast corner of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 4, Township 23 South, Range 19 East of the 6th P.M., running thence North 300 feet to a large red oak tree on the south bank of Deer Creek, thence Southwest along the south bank of Deer Creek 169 feet to a burr oak tree, thence West 383 feet to a stone on the west bank of Deer Creek marked "M.L.", thence Southwest along the west bank of Deer Creek 325 feet to a stone on the west bank of said Deer Creek marked "M.L.", thence East 756 feet to place of beginning, containing 3  $\frac{2}{3}$  acres, more or less, Anderson County, Kansas.

Tract E: Commencing at the northeast corner of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 4 Township 23 South, Range 19 East of the 6th P.M., running thence South 10.5° East 32 rods and 6 links to a stone, thence South 79.5° West 56 rods and 22 links to a stone on the east bank of Deer Creek, thence along said creek to a stone in the channel, thence [sic] 79.5° East 42.5 rods to the half-mile corner to place of beginning, containing 11 acres, more or less, Anderson County, Kansas.

Tract F: Beginning at the southeast corner of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 4, Township 23 South, Range 19 East of the 6th P.M., thence North 2110 feet, thence West 869 feet to the east bank of Deer Creek, thence following the east bank of Deer Creek in a Southeasterly direction to a point 660 feet south of the north line and 469 feet west of the east line of said Section 4, thence following the east bank of the creek in a Southerly direction to a point 469 feet west from the east line and 561

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feet north of the south line of said Section 4, thence following the south bank of the creek in a Westerly and Southwesterly direction to its intersection with the south line of said section, thence East along the south line of said Section 4 a distance of 1790 feet to the place of beginning, Anderson County, Kansas.

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