

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 6 / 5 1 plugged
- ☐ 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: _____

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

Effective Date of Transfer: 7-10-2013

KS Dept of Revenue Lease No.: 121022 NA

Lease Name: Darby

____ - ____ - ____ NE Sec. 1 Twp. 33 R. 14 ☒ E ☐ W

Legal Description of Lease: N2 NE4 and SW4 NE4 Sec 1-33S-14E

County: Montgomery

Production Zone(s): Bartlesville

Injection Zone(s): Bartlesville

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

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

Past Operator's License No. 30568 Exp. 11/30/94

Past Operator's Name & Address: Mid AM Prod

Title: _____

Contact Person: _____

Phone: See Attached Assignment

Date: _____

Signature: _____

New Operator's License No. 32255 ☒

New Operator's Name & Address: Kansas Energy Company, LLC

P.O. Box 68 Sedan, KS 67361

Title: Agent--Tim Doty

Contact Person: P J Buck

Phone: 620-725-3636

Oil / Gas Purchaser: Coffeyville Resources

Date: 9-14-16

Signature: S. Doty

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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 11/9/16 PRODUCTION 11-10-16 NOV 10 2016
Mail to: Past Operator _____ New Operator _____ District _____

* Location: N2 NE4 and SW4 NE4 Sec 1-33S-14E

GPS Loc. - Opr.
Well Status T. Doty
(PROD/TA'D/Abandoned)

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* 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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**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 # 32255
Name: Kansas Energy Company, LLC
Address 1: P.O. Box 68
Address 2: _____
City: Sedan State: KS Zip: 67361 + _____
Contact Person: P J Buck
Phone: (620) 725-3636 Fax: (620) 725-3662
Email Address: tdotoil@yahoo.com

Well Location:
_____-_____-_____-NE Sec. 1 Twp. 33 S. R. 14 ☒ East ☐ West
County: Montgomery
Lease Name: Darby Well #: _____

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

N2 NE4 and SW4 NE4 Sec 1-33S-14E

Surface Owner Information:

Name: Wayne Bright
Address 1: 3166 CR4000
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: 9-14-16 Signature of Operator or Agent: [Signature] Title: _____ Agent

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Google earth

feet
meters



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Darby Lease



ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THE STATE OF KANSAS §
 § KNOW ALL MEN BY THESE PRESENTS THAT:
COUNTY OF MONTGOMERY §

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment") is executed by FIDELITY ENERGY, INC., a Delaware corporation, whose address is 4439 West 12th Street, Houston, Texas 77055 (hereinafter called "Assignor"), to KANSAS ENERGY COMPANY, LC, a Kansas limited liability company, whose address is P.O. Box 68, Sedan, Kansas 67361 (hereinafter called "Assignee"), dated effective as of July 10, 2013 at 12:01 AM (said hour and day being hereinafter called the "Effective Time").

ARTICLE I
CONVEYANCE OF OIL AND GAS PROPERTIES

Assignor, for Ten and no/100ths Dollars (\$10.00) and other good and valuable consideration in hand paid by Assignee, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, by these presents does hereby GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, SET OVER and DELIVER unto Assignee all of Assignor's interest in the following described properties (hereinafter sometimes collectively called the "Properties"):

(a) All of Assignor's right, title and interest in and to (i) the lands, oil, gas and/or mineral leases including any amendments and ratifications thereto, leasehold estates, fee interests, royalty interests, mineral interests, reversionary interests, overriding royalty interests and all other oil and gas interests described on Exhibit A attached hereto (collectively, the "Leases") and (ii) any wells and related units described on Exhibit A hereto and thereto (collectively, the "Wells"), together with each and every kind and character of right, title, claim or interest which Assignor has in and to the lands covered by any of the foregoing (all of Assignor's right, title and interest in and to the Wells, the Leases and the other oil and gas interests described above, is hereafter collectively called the "Subject Interests" and all of the lands covered by the Subject Interests are herein referred to as the "Lands"); and

(b) All of Assignor's right, title and interest in and to or derived from the following insofar as the same are attributable to or are used or

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useful in connection with the ownership and operation of the Subject Interests:

(i) all unitization, communitization and pooling designations, declarations, agreements and orders covering oil, gas and/or other liquid or gaseous hydrocarbons (collectively, the "Hydrocarbons") in or under the Lands or any portion thereof and the units and pooled or communitized areas created thereby;

(ii) all easements, rights-of-way, surface leases, permits, licenses, servitudes or other interests;

(iii) all well bores, equipment, facilities and other personal property, fixtures and improvements situated upon the Lands or used or held for use in connection with the ownership, exploration, development or operation of the Subject Interests or the Lands or the production, treatment, storage, compression, processing or transportation of Hydrocarbons from or in the Subject Interests or the Lands (collectively, the "Equipment") including, but not limited to, all wells, well equipment, casing, tanks, gas separation and field processing units, crude oil, condensate or products in storage or in pipelines, boilers, buildings, tubing, pumps, motors, fixtures, machinery and other personal property, pipelines, gathering systems, power lines, telephone lines, roads, gas processing plants, inventory, remote monitoring equipment and software (if assignable) and other improvements used in the operation thereof;

(iv) all oil and gas sales, purchase, exchange and processing contracts and agreements, farmout or farm-in agreements, joint operating agreements, seismic agreements, and other contracts and agreements insofar as the same affect or relate to the Subject Interests or the Lands or any part thereof (including, without limitation, all rights and benefits of Assignor thereunder in respect of gas production or processing imbalances);

(v) with the exception of all financial, tax and legal records of Assignor (which are hereby excluded from the Properties), all lease files, land files, well files, gas and oil sales contract files, gas processing files, division

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order files, abstracts, title opinions, and all other books, files and records, information and data (including prohibited by existing contractual obligations with third parties), and all rights thereto, of Assignor insofar as the same are related to any of the Subject Interests or Lands;

(vi) all Hydrocarbons produced from or attributable to the Subject Interests and attributable to the period from and after the Effective Time, or with respect to any such Hydrocarbons sold after the Effective Time, Assignor's right to receive the proceeds of such sales; and

(vii) all causes of action and choses in action of Assignor in, to and under or derived from all agreements and contractual rights, easements, rights-of-way, servitudes and other estates to the extent relating to Subject Interest or any other items described above.

TO HAVE AND TO HOLD the Property, together with all and singular appurtenances, privileges and rights in any way belonging or pertaining thereto, unto Assignee and its successors and assigns, subject to the matters set forth above.

ARTICLE II

WARRANTY OF TITLE: PERMITTED ENCUMBRANCES

Section 2.1. No Warranty of Title. Assignor does hereby assign all right, title and interest owned by Assignor to Assignee but this Assignment is made without warranty expressed or implied.

Section 2.2. Personal Property. The Equipment is assigned to Assignee "AS IS, WHERE IS, AND SUBJECT TO ALL FAULTS". WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, (a) ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES AS TO PERSONAL PROPERTY AND FIXTURES (i) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (ii) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (iii) ANY IMPLIED OR EXPRESS WARRANTY AS TO CONDITION AND (iv) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, AND (b) ASSIGNEE WAIVES ANY AND ALL COVENANTS, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, OR ARISING AT COMMON LAW, BY STATUTE OR OTHERWISE, WHICH RELATE TO THIS ASSIGNMENT OR THE PROPERTIES, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE SET FORTH BELOW.

Section 2.3. Subrogation. Assignor hereby subrogates and substitutes the Assignee to: (a) any and all audits, claims, demands or causes of action which may have accrued to, or be held by, Assignor attributable to the Property; (b) covenants, representations or warranties made by the Assignor's predecessors in title, or contractors or subcontractors providing goods and services with respect to the Property; and (c) all rights accruing to the Assignor under statutes of limitation, prescription or repose with respect to the Property.

ARTICLE III
MISCELLANEOUS

Section 3.1. Further Assurances. Assignor covenants and agrees to execute and deliver to Assignee all such other and additional instruments and other documents and will do all such other acts and things as may be necessary more fully to assure to Assignee or its successors or assigns, all of the respective properties, rights and interests herein and hereby granted or intended to be granted, including without limitation, executing separate assignments of individual oil, gas and mineral leases or interests therein, which are included in the Properties and which are necessary to facilitate the recognition of Assignee's ownership of the Properties.

Section 3.2. Successors and Assigns. All of the provisions hereof shall inure to the benefit of and be binding upon the respective successors and assigns of Assignor and Assignee. All references herein to either Assignor or Assignee shall include their respective successors and assigns.

Section 3.3. Counterparts and Severance. This Assignment may be executed in several original counterparts, all of which are identical, except that, to facilitate recordations, there are omitted from certain counterparts those property descriptions on Exhibit A which contain descriptions of property located in recording jurisdictions other than the jurisdiction in which the particular counterpart is to be recorded. Each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one and the same assignment. If any term or provision of this Assignment is held to be illegal, invalid and unenforceable, that term or provision shall be fully severable, this Assignment shall be construed and enforced as if the term or provision had never comprised a part of this Assignment, the remaining terms and provisions of this Assignment shall remain in full force and effect, and the other Assignments (or counterparts) shall not be affected.

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Exhibit A

All described properties are located in Montgomery County, State of Kansas.

Gay Minerals

Oil and Gas Lease Dated December 16, 1997 from Billy E. Gay and Patricia S. Gay, husband and wife, Grantors, and Wayne E. Bright and Becky A. Bright, Grantees, recorded in Book 466, Page 75 insofar as the lease covers the following described real estate, to-wit:

S/2 Section 7, Township 33, Range 15 East,
Montgomery County, Kansas

Consolidated Minerals

Oil and Gas Lease dated April 8, 2003 from Consolidated Oil & Gas, LLC, Grantor and Wayne E. Bright, Grantee, recorded in Book 529, Page 402, insofar as said lease covers the following described real estate, to wit:

The NE/4 of Section 23, and SE/4 and all of the SE/4 of SW/4, except 3.71 acres in NW corner, lying North and West of Elk River, in Section 14, also 5 acres in the SE corner of the NE/4 of SW/4 lying South and East of Elk River in Section 14, Township 32 South, Range 14 East, Montgomery County, Kansas

Stekoll Mineral Interest

Oil and Gas Lease Dated April 8, 1955 between Marion Stekoll, Grantor and Becky Ann Bright, Grantee, recorded in Book 366, Deeds, Page 471, insofar as said lease covers the following described real estate, to wit:

The NW/4 of Section 9 and the N/2 of the NE/4 of Section 8, all in Township 33 South, Range 15 East, Montgomery County, Kansas covering 362 acres, more or less.

Swearingen Lease

Oil and Gas Lease dated October 20, 1980 between Lynn Swearingen and Dorothy G. Swearingen, husband and wife, Lessor and Robert E. Yoder, Lessee, recorded in the Office of the Register of Deeds in Book 85, Page 108, insofar as said lease covers the following described real estate, to wit:

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SW/4, Section 8, Township 33S, Range 15E, Montgomery County, Kansas covering 160 acres, more or less.

Swearingen Lease

Oil and Gas Lease dated October 20, 1980 between Dorothy G Swearingen and Lynn Swearingen, wife and husband, Lessor and Robert E. Yoder, Lessee, recorded in the Office of the Register of Deeds in Book 85, Page 107, insofar as said lease covers the following described real estate, to wit:

Northwest Quarter, less 2.46 acres of State Highway Right of Way of Section 8, Township 33S, Range 15E, Montgomery County, Kansas, covering 157 acres, more or less.

Darby Lease

Oil and Gas Lease dated November 5, 1946, between Merine P Darby and J. F. Darby, her husband, Lessor and Harry Stekoll, Lessee, recorded in the Office of the Register of Deeds in Book 48, Oil, Page 239, insofar as said lease covers the following described real estate, to wit:

The N/2 of the NE/4 and the SW/4 of the NE/4 subject to cemetery deed dated October 25, 1879, which is recorded in Book Q Deeds, Page 524 containing 352 square rods of land, more or less, in Section 1, Township 33 South, Range 14, Montgomery County, Kansas covering 120 acres, more or less.

Sullivan Lease

Oil and Gas Lease dated October 2, 1936 between, E. K. Greer and Dorothy Greer, husband and wife, Lessor and George Steinberger, Lessee, recorded in Book 43, Oil, Page 523, insofar as said lease covers the following described real estate, to wit:

S/2 of the SW/4 of Section 36, Township 32S, Range 14 E, and N/2 NW/4 of Section 1, Township 33S, Range 14E, Montgomery County, Kansas, covering 160 acres

Joy Lease

Oil and Gas Lease dated July 1, 1992 between Marvin L. Jones & Mary F. Jones, Lessor and Wayne E. Bright, and Becky Bright, et ux., lessee, recorded at the Office of the Register of Deeds in Book 111, Page 179, insofar as said lease covers the following described real estate, to wit:

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The North half of the Northeast Quarter (N/2 NE/4) and the West Half of the Southwest Quarter of the Northeast Quarter (W/2 SW/4 NE/4), Section 5, Township 33S, Range 15E, Montgomery County, Kansas, covering 100 acres.

Greer Lease

Oil and Gas Lease dated July 7, 1975 between Gilbert A. Greer and Helen Greer, his wife and Shirley Jabben and Herbert Jabben, her husband, and Gary Gilbert Greer and Elaine Greer, his wife, Lessor, and R. W. Warner, Lessee, recorded in the Office of the Register of Deeds in Book 75 Oil, Page 297, insofar as said lease covers the following described real estate, to wit:

South Half (S/2) or Northwest quarter (NW/4) of Section 1, Township 33S, Range 14E, Montgomery County, Kansas, covering 80 acres

Witt Lease No.1

Oil and Gas Lease dated August 30, 1976, between Keith L. Witt and Louise S. Witt, husband and wife, Lessee, and Leon R. Harding, Lessor, recorded in the Office of the Register of Deeds in Book 80, Page 435, insofar as said lease covers the following described real estate, to wit:

Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section 11 except Railroad Right-of-Way and the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section 14, All in Township 33 South, Range 15 East, Montgomery County, Kansas, covering 80 acres.

Witt Lease No. 2

Oil and Gas Lease dated August 30, 1976, between Keith L. Witt and Louise S. Witt, husband and wife, Lessee, and Leon R. Harding, Lessor, recorded in the Office of the Register of Deeds in Book 80, Page 435, insofar as said lease covers the following described real estate, to wit:

Southeast Quarter (SE/4) of the Southwest Quarter (SW/4) of Section 11 except Railroad Right-of-Way and the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section 14, All in Township 33 South, Range 15 East, Montgomery County, Kansas, covering 80 acres.

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Malone Lease aka Shaw Lease

Oil and Gas Lease dated January 3, 2003, between Marilyn A. Malone and Thomas R. Malone, her husband, Lessor and Wayne E. Bright, Lessee, recorded in the Office of the Register of Deeds at Book 530, Page 626, insofar as said lease covers the following described real estate, to wit:

SW/4, Section 6, Township 34S, Range 14E, Montgomery County, Kansas, covering 160 acres.

Bright SWD Facility Surface Lease

Salt water disposal well known as Bright "D-1", A.P.I. 15-125-28259, KCC Docket #D24852, located as follows:

4785' F.S.L., 2145' F.E.L., Section 9, Township 33S, Range 15E, Montgomery County, Kansas, together with land lease for surface facilities described as follows:

Commencing at the NW/C N/2 NE/4 9-33-15, Montgomery County, Kansas, thence South 125', thence East 150', thence North 125' to the north line of the said N/2 NE/4, thence West 150' m-1 to the point of beginning, together with the well bore, surface equipment, and easement between well location and land lease for electric and liquid lines.

Hoffman Lease

Oil and Gas Lease dated December 29, 2008, between Randy C. Hoffman, Trustee of the Betty J. Hoffman Revocable Trust, Lessor and Fidelity Energy, Inc, Lessee, recorded in the Office of the Register of Deeds at Book 581, Page 377, insofar as said lease covers the following described real estate, to wit:

Lot 2, the South Half of the Northeast Quarter and The Northeast Quarter of the Southeast Quarter of Section 4, Township 33S, Range 14E, Montgomery County, Kansas, covering 160 acres.

Janzen South Lease

Oil & Gas Lease dated June 15, 2005 between Roger D. Janzen and Edna M. Janzen, husband and wife and Fidelity Energy, Inc., Lessee recorded in the Office of the Register of Deeds at Book 549, Page 581, insofar as said lease covers the following described real estate, to wit:

N/2 SW/4 and the NW/4 SE/4, Section 4; S/2 SE/4, Section 5, Township 33S, Range 14E, Montgomery County, Kansas, containing 200 acres.

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Janzen North Lease

Oil and Gas Lease dated November 16, 1998, between Roger D. Janzen and Edna M. Janzen, husband and wife, lessor and Foster Oil & Gas, Lessee, recorded at the Office of the Register of Deeds at Book 477, Page 195, insofar as said lease covers the following described real estate, to wit:

NW/4, Section 4, Township 33S, Range 14E, Montgomery County, Kansas, containing 160 acres.

Vaverka-Janzen Lease

Oil and Gas Lease dated January 18, 2004, between Roger D. Janzen and Edna M. Janzen, husband and wife, Lessor and Fidelity Production LLC, Lessee, recorded in the Office of the Register of Deeds at Book 537, Page 38, insofar as said lease covers the following described real estate, to wit:

E 3/4 N/2 SE/4, Section 28, Township 33S, Range 15E, Montgomery County, Kansas, containing 60 acres.

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