

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 3 **
- ☒ Gas Lease: No. of Gas Wells 1 **
- ☐ 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: 11/1/2016

KS Dept of Revenue Lease No.: 140104 + 3 NA *KJR*

Lease Name: Nicholas

_____ Sec. 18 Twp. 33 R. 19 ☒ E ☐ W

Legal Description of Lease: W2 SE4

County: Labette

Production Zone(s): Bartelsville

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 ☐ Drilling

Past Operator's License No. 33685 ✓

Contact Person: Henry Jesseph

Past Operator's Name & Address: Jesseph Oil Well Service
22963 Reno Rd, Buffalo, Ks 66717

Phone: _____
Date: _____

Received
KANSAS CORPORATION COMMISSION

Title: Owner/Operator

Signature: Attached Document **DEC 06 2016**

CONSERVATION DIVISION
WICHITA, KS

New Operator's License No. 34905 ✓

Contact Person: Kris Kowalsky

New Operator's Name & Address: Fastrak Energy, LLC

Phone: 620-564-3694

543A 22000 Rd, Cherryvale, Ks 67335

Oil / Gas Purchaser: Coffeyville Resources / Entranco

Date: 11-30-16

Title: Owner/Operator

Signature: *[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 12/12/16 PRODUCTION 12-13-2016 **DEC 13 2016**
Mail to: Past Operator _____ New Operator _____ District _____

* Location: Sec 18 Twn 33 Range 19E

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DEC 06 2016
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
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 # 34905
Name: Fastrak Energy, LLC
Address 1: 543A 22000 Rd
Address 2: _____
City: Cherryvale State: Ks Zip: 67335 + _____
Contact Person: Kris or Michelle Kowalsky
Phone: (620) 564-3694 Fax: (_____) _____
Email Address: michellekowalsky@msn.com or kriskowalsky@yahoo.com

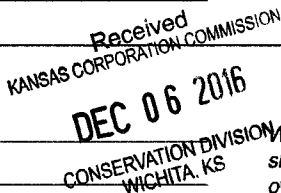
Well Location:
W2 SE4 - - - - - Sec. 18 Twp. 33 S. R. 19 ☒ East ☐ West
County: Labette
Lease Name: Nicholas Well #: 1,2,2,3

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

West half of South East Quarter

Surface Owner Information:

Name: David and Carole Nicholas
Address 1: 1327 10,000 Road
Address 2: _____
City: Altamont State: Ks Zip: 67330 + _____



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: 11/30/2016 Signature of Operator or Agent: _____ Title: Owner/Operator

Nicholas

Received
KANSAS CORPORATION COMMISSION

DEC 06 2016

CONSERVATION DIVISION
WICHITA, KS

THIS AFFIDAVIT MUST BE RECORDED

AFFIDAVIT OF NON-PRODUCTION

Entered in Transfer Record _____ in my office this _____ day of _____, A.D., 2013. 057710

STATE OF KANSAS, COUNTY OF LABETTE ss:

This instrument was filed for record on this 26th day of June, A.D., 2013, at 10:30 o'clock A. M., and
duly recorded in Book 54 of Oil & Gas at page 38.

Fee 28.00 Register of Deeds Correne Pearson

AFFIDAVIT OF NON-PRODUCTION

STATE OF KANSAS)
) ss:
COUNTY OF LABETTE)

BEFORE ME, the undersigned authority, on this day personally appeared David L. Nicholas and Carole L. Nicholas, husband and wife, called "Affiants," known to me to be the persons whose names are subscribed to the foregoing instrument, who after being duly sworn, on their oaths depose and say:

THAT Affiants are well acquainted with the following tract of land located in Labette County, State of Kansas, to-wit:

TRACT #1: The West ½ of the SE ¼ of Section 18, Township 33 South, Range 19 East, containing 80 acres more or less, located in Labette County, Kansas

AFFIANTS state that the above land has been subject to various Oil & Gas/Gas Leases over the years, including the following that have been unreleased of record:

FOR TRACT #1

LESSOR: DAVID L. NICHOLAS AND CAROLE L. NICHOLAS
(husband & wife)
LESSEE: CAPTAIN'S ENERGY LLC.
DATE: 10TH Day of June, 2008
RECORDED: 101th Day of November, 2008
PRIMARY TERM: One Year
PROPERTY: The West ½ of the SE ¼ of Section 18, Township 33 South, Range 19 East, containing 80 acres more or less, located in Labette County, Kansas.

ASSIGNED FROM: CAPTAIN'S ENERGY LLC.

DEC 06 2010

CONSERVATION DIVISION
WICHITA, KS

ASSIGNED TO: HENRY AND OR THERESA JESSPH
DATE: 1st Day of June, 2009
RECORDED: 10th Day of June, 2009 in Book 48, Page 55 in Oil and Gas Register

ASSIGNED FROM: CAPTAIN'S ENERGY LLC.
ASSIGNED TO: KANSAS OIL PRODUCERS LLC
DATE: 1st Day of June, 2009
RECORDED: 10th Day of June, 2009 in Book 48, Page 56 in Oil and Gas Register

ASSIGNED FROM: CAPTAIN'S ENERGY LLC.
ASSIGNED TO: 21st CENTURY DEVELOPMENT
DATE: 1st Day of June, 2009
RECORDED: 10th Day of June, 2009 in Book 48, Page 57 in Oil and Gas Register

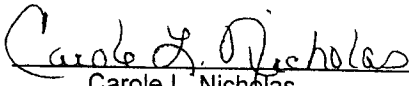
ASSIGNED FROM: CAPTAIN'S ENERGY LLC.
ASSIGNED TO: MARK D. BRECHEISEN AND OR PEGGY A. BRECHEISEN
DATE: 1st Day of June, 2009
RECORDED: 10th Day of June, 2009 in Book 48, Page 58 in Oil and Gas Register

ASSIGNED FROM: 21st CENTURY DEVELOPMENT
ASSIGNED TO: HENRY AND OR THERESA JESSPH
DATE: 2nd Day of February, 2010
RECORDED: 25th Day of February, 2010 in Book 48, Page 297 in Oil and Gas Register

AFFIANTS state that on the expiration date of the above described Oil & Gas Leases the same have either expired by their own terms or from the absence of production from said lands or lands pooled therewith and that there is currently no commercial oil and gas production or operations on said land or lands pooled herewith.



David L. Nicholas



Carole L. Nicholas

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF LABETTE)

BE IT REMEMBERED, that on this 26th day of June, 2015, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared David L. Nicholas and Carole L. Nicholas, husband and wife, who are personally known to me to be the same persons who executed the above and foregoing instrument of writing, and such persons duly acknowledged the execution of the same.

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

My appointment expires: 4-18-18


Notary Public



DEC 06 2016

CONSERVATION DIVISION
WICHITA, KS

Oil and Gas Lease

Form 88 -- Revised 2014

AGREEMENT, Made and entered into the 1 day of November, 2016 by and between:
David L. and Carole L. Nicholas hereinafter called Lessor (whether one or more),
 mailing address: 1327 10,000 Road Altamont, Ks 67330
 and between: Fastrak Energy, LLC hereinafter called Lessee:
 mailing address: 543A 22000 Road, Cherryvale, Ks 67335

Lessor, in consideration of Ten Dollars (\$ 10) in hand paid, receipt of which is here acknowledged and of the royalties herein provided and of the agreements of the lessee herein contained, hereby grants, leases and lets exclusively unto lessee for the purpose of investigating, exploring by geophysical and other means, prospecting, drilling, mining and operating for and producing oil, liquid hydrocarbons, all gases, and their respective constituent products, injecting gas, water, other fluids, and air into subsurface strata, laying pipe lines, storing oil, building tanks, power stations, telephone lines, and other structures and things thereon to produce, save, take care of, treat, manufacture, process, store and transport said oil, liquid hydrocarbons, gases and their respective constituent products and other products manufactured therefrom, and housing and other wise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in County of Labette State of Kansas described as follow to-wit:

W2SE4

In Section 18, Township 33, Range 19E, and containing 76 acres, more or less, and all accretions thereto.

Subject to the provisions herein contained, this lease shall remain in force for a term of 3 years from this date (called "primary term"), and as long thereafter as oil, liquid hydrocarbons gas or other respective constituent products, or any of them, is produced from said land.

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

1st To deliver to the credit of the 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 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, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from such sales), for the gas sold, 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. There will be no pooling or unitization of this lease, without written consent of both Lessor and Lessee.

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.

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 ownership of the land or assignment of rental or royalties shall be binding on the lessee until after the lessee has been furnished with a written transfer or assignment 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 portions arising after the date of assignment. Any assignment of this lease is not binding of Lessor until duly notified in writing.

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 as to such portion or portions and be relieved of all obligations as to the acreage surrendered. Within thirty days of termination of this lease, Lessee shall file for public record, a release of said lease.

When requested by lessor, lessee shall bury lessee's pipe line 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 have the right to use, free of cost, gas, oil and water produced on said land for lessee's operation thereon, except water from the wells of lessor.

Lessee shall be liable for damages caused by lessee's operations to growing crops on said land, injuries to pastures, livestock, fences, erosion of soil or pollution of waters. At the completion of its operations, Lessee shall restore its well sites as nearly as practicable to their original condition.

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.

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 of 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 rights 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.

Witnesses:

Fastrak Energy, LLC

Lessee

Kris Kowalsky, Owner

Lessee Printed Name (or Authorized Personnel)

Lessee Signature

Lessor

David L. and Carole L. Nicholas

Lessor Printed Name (or Authorized Personnel)


Lessor Signature

COUNTY OF Lafayette

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this 21 day of Oct

by David L. Nicholas and Carole L. Nicholas

My commission expires TINA ADP
 Notary Public - State of Kansas
 My Appt. Expires 9/21/2020


Notary Public

COUNTY OF Labette

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this 1 day of November, 2011

by Kris Kowalsky and _____

My commission expires 6-25-17
 **TASIA MADL**
 Notary Public - State of Kansas
 My Appl. Expires 6-25-17

Notary Public

COUNTY OF _____

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNs)

The foregoing instrument was acknowledged before me this _____ day of _____

by _____ and _____

My commission expires

Notary Public

COUNTY OF _____

ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)

The foregoing instrument was acknowledged before me this _____ day of _____

by _____ and _____

My commission expires

Notary Public

No. 061257

OIL AND GAS LEASE

FROM

OT

Date _____

Section

Two

Pre

No. of Acres

Terms

County

County

STATE OF KANSAS

County Labette

This instrument was filed for record on the 21st
day of November 2016.

at 5:40 o'clock P.M., and duly recorded

In Book 52 Page 63 of 63

Fee: \$26.00

Wrenne Beast.

Rv

When recruited return to

ORIGINAL COMPARED WITH RECORD