



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 \_\_\_\_\_ \*\*
- 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: \_\_\_\_\_

KS Dept of Revenue Lease No.: \_\_\_\_\_

Lease Name: \_\_\_\_\_

\_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ R. \_\_\_\_\_  E  W

Legal Description of Lease: \_\_\_\_\_

County: \_\_\_\_\_

Production Zone(s): \_\_\_\_\_

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. \_\_\_\_\_

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

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

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

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

Signature: \_\_\_\_\_

New Operator's License No. \_\_\_\_\_

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

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

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

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

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

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

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 \_\_\_\_\_ PRODUCTION \_\_\_\_\_ UIC \_\_\_\_\_



### 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 # \_\_\_\_\_  
Name: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_  
Email Address: \_\_\_\_\_

Well Location:  
\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Sec. \_\_\_\_ Twp. \_\_\_\_ S. R. \_\_\_\_  East  West  
County: \_\_\_\_\_  
Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

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

**Surface Owner Information:**

Name: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

*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: \_\_\_\_\_ Signature of Operator or Agent: \_\_\_\_\_ Title: \_\_\_\_\_

State of Kansas, Sumner County SS:  
Filed for record on the 13<sup>th</sup> Day of  
October, 2016 A.D. at 10:00  
o'clock AM and recorded in photo  
Book 988 at page 128  
fees \$ 81.00

INDEXED ✓  
DIRECT ✓  
INDIRECT ✓  
PHOTO ✓  
COMPARED WITH ✓  
COPY ✓

Jessica D. Anderson  
Deputy

LESSOR James A and Vonette Buresh (Husband and Wife)

LESSEE Elk Energy Holdings, LLC

TYPE OF DOCUMENT Oil and Gas Lease

RECORDING FEES \$81.00

TOTAL AMOUNT \$81.00

RETURN ADDRESS Elk Energy Holdings LLC

2250 N Rock Rd 118 Box 107

Wichita, KS 67226



## Oil Gas and Mineral Lease

AGREEMENT, Made and entered into the day of October 11, 2016, by and between, James A. and Vonette Buresh (Husband and Wife), whose mailing address is 7124 N. Douglas Lane, North Richland Hills, TX 76182, hereinafter called Lessor(s) (whether one or more), and, ELK ENERGY HOLDINGS, LLC, whose address is, 2250 N Rock Rd, 118-107, Wichita, Kansas 67226, hereinafter called Lessee:

Lessor, in consideration of \*\*\*\* Ten and More \*\*\*\* Dollars (\$10.00) 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 otherwise caring for its employees, the following described land, together with any reversionary rights and after-acquired interest, therein situated in SUMNER County, State of KANSAS described as follows to-wit:

**N2, Section 17, Township 34 South, Range 03 West**  
 Containing 320.00 acres, more or less, and all accretions thereto.

Sec Exhibit "A" Additional Provisions

Subject to the provisions herein contained, this lease shall remain in force for a term of ONE (1) year 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 or land which said land is pooled.

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

1<sup>st</sup>. To deliver to the credit of the lessor, free of cost at the wellhead, and in the pipeline to which lessee may connect wells on said land, the equal (20%) part of all oil produced and saved from and on the leased premises.

2<sup>nd</sup>. To pay lessor for gas of whatsoever nature or kind produces and sold, or used off the premises, or used in the manufacture of any products there from, (20%), at the market price at the well. (but, as to gas sold by lessee, in no event more than (20%) of the proceeds received by lessee from said sales), for the gas sold, used off the premises, or in the manufacture of products there from, said payments to be made monthly. Where gas from a well producing gas only is not sold or used, lessee may pay or tender as royalty Twelve Dollars (\$12.00) per year per net mineral acre retained hereunder, for a period of TWO (2) years, and if such payment or tender is made it will be considered that gas is being produced within the meaning of the preceding paragraph.

*MJB  
AB*

This lease may be maintained during the primary term hereof without further payment or drilling operations. If 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 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.

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 the 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 operations thereon, except water from the wells of lessor.

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 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.

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 portions or portions arising subsequently 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 as to such portion or portions and be relieved of all obligations as to the acreage surrendered.

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.

Lessee, at its option, is hereby given the right and power to pool or combine the acreage covered by this lease or any portion thereof with other land, lease or leases in the immediate vicinity thereof, when in lessee's judgment it is necessary or advisable to do so in order to properly develop and operate said lease premises so as to promote the conservation of oil, gas or other minerals in and under and that may be produced

from said premises, such pooling to be of tracts contiguous to one another and to be into a unit or units not exceeding 160 acres each in the event of an oil well, or into a unit or units not exceeding 640 acres each in the event of a gas well. Lessee shall execute in writing and record in the conveyance records of the county in which the land herein leased is situated an instrument identifying and describing the pooled acreage. The entire acreage so pooled into a tract or unit shall be treated, for all purposes except the payment of royalties on production from the pooled unit, as if it were included in this lease. If production is found on the pooled acreage, it shall be treated as if production is had from this lease, whether the well or wells be located on the premises covered by this lease or not. In lieu of the royalties elsewhere herein specified, lessor shall receive on production from a unit so pooled only such portion of the royalty 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 so pooled in the particular unit involved.

Lessor hereby agrees to warrant and defend title to all lands and minerals, in and to same, in the event the minerals are not as represented by Lessor, the Lessor agrees to refund the bonus and rental or option monies paid by Lessee or its assigns, for the represented ownership by Lessor, upon demand. Should the legal description of the lands herein need to be corrected for any reason, Lessor(s) hereby grant(s) unto Lessee the authority to do so, then so notifying Lessor of the changes, which may or may not affect the Lease money paid herewith.

IN WITNESS WHEREOF, the undersigned executed this instrument as of the day and year first above written, *This document may be executed in counterparts.*

Witnesses:

James A. Buresh  
James A. Buresh

Vonette Buresh  
Vonette Buresh

STATE OF Texas

COUNTY OF Tarrant

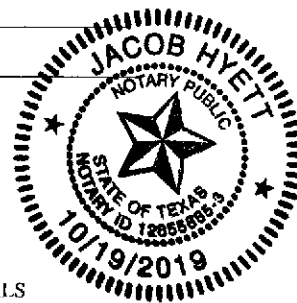
ACKNOWLEDGEMENT FOR INDIVIDUALS

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of October, 2016.

By James A Buresh and Vonette Buresh  
Husband and Wife

My Commission expires 10/19/2019

Jacob Hyett  
Notary Public



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ACKNOWLEDGEMENT FOR INDIVIDUALS

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By \_\_\_\_\_ and \_\_\_\_\_

My Commission expires \_\_\_\_\_

Notary Public

## Exhibit "A"

## Attachment to Oil, Gas, and Mineral lease

## ADDITIONAL PROVISIONS

1. Lessee agrees to pay to the Lessor minimum damages of \$6,000.00 per well site location for vertical well, or \$12,000.00 per horizontal well drilled per site location with one well bore per sight and \$3,000.00 per additional well bore which shall be paid in advance of any work on location. Well site shall not exceed 2 (two) acres for vertical well or 3 (three) acres for horizontal well.
2. It is agreed between the Lessor and Lessee that notwithstanding any language herein, or in any division order to the contrary, all oil, gas, natural gas liquids, or other royalty accruing at the well head, "mouth of the well", to the Lessor under this lease or by state law shall be **without deduction** of all post production costs between well head and point of delivery of sale and for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas, gas liquids and other products produced hereunder to transform the product into marketable form. In no event shall Lessor receive a "market value" price that is less than, or more than, the price received by Lessee... as to all gas sold by Lessee under a written contract, the price received by Lessee for gas shall conclusively presumed to be the net proceeds at the well... for gas so sold. Lessor shall receive royalty share of any gas flared after ~~fifteen~~ (30) days accumulated production with price based on average daily market price for the month in which flaring takes place. GAZ MCB
3. Lessee shall be required to keep the top-soil separate from the sub-soil and return the same as top-soil when the pits are leveled. Lessee further agrees that after drilling operations have been completed, Lessee will fill and level pits within a reasonable time after such pits have dried and cured. Prior to filling any pits containing a plastic liner, the liner will be removed or destroyed to such an extent that it will not interfere with the cultivation or the free penetration of water. Existing pit shall be filled and leveled within 90 days of lease signing, *unless being used by lease*. Drill sight will be reduced to minimum required for production operations after completion. Sight will not be used for storage of nonproduction equipment or buildings, or for any purpose other than oil or gas production. Trash and debris will be removed within 24 hours from location upon completion of any activities on site.
4. Lessee will keep weeds and noxious weeds free and clear around production equipment and keep weeds free and clear from pumping units and tank batteries and if located in pasture-land will fence the area around such equipment and use cattle guards rather than gates. All anchors used in drilling and work over rigs are to be marked plainly with T-posts and reflective covers so as to be visible when working the land. Lessee will correct any breach of this condition within a week of notification by Lessor.



5. If Lessee crosses any terrace or fence, Lessee shall restore such terrace or fence to its original condition, as nearly as practical, and during the continuation of the lease will repair any break in the terrace where it was crossed. Lessee shall not lay a line or maintain a drive through a waterway of terrace without written consent of the Lessor, which shall not be unreasonably withheld. Lessee will take no action nor permit any action, which will permanently alter the natural water drainage.
6. Lessee agrees to indemnify, defend, protect and shall save Lessor harmless of and from any and all clean up necessary to comply with any federal or state government regulations from spills or hazardous waste, and from any and all claims, demands, costs (including but not limited to attorney and expert fees), expenses, damages, losses, causes of actions or suits **for damages for injury to persons (including death) and injury or damage to or loss of any property or improvements caused by the current operations** upon the Leases Premises or Land pooled therewith by Lessees' exploration for oil and gas. This obligation of Lessee shall apply **regardless of cause or fault, including, without limitation, any negligent act or omission of Lessor, Lessor's representatives, agents or employees** even in event of transfer or assignment of lease.
7. Gas shut in provisions of the well or wells shall provide that after 90 days of cessation of production of gas, Lessee will pay \$12.00 per year per net *mineral* acre payable by expiration of 90 day period, and the next annual payment shall be made one (1) year from the date of production cessation. Shut in period shall not exceed two (2) years. *MTB*  
*AB*
8. Lessee shall have (6) months after the termination of the lease to remove all the Lessee's property, including casing. If, within six months after the termination of the lease, Lessee has not removed its property, it shall be presumed the Lessee has abandoned its property and it shall become property of the Lessor.
9. In the event a well is drilled on said premises and abandoned, Lessee or its assigned shall restore the premises back as close as possible to its original state before drilling operations or may pay the Lessor a sum to be mutually agreed upon and the Lessor shall thereupon perform the work himself.
10. Lessee agrees that in the exploration operation they shall take into consideration any water wells now on the property and agrees to protect the purity of the water. Lessee shall leave casing in any well drilled from ground level to a minimum depth of 200 feet.
11. Lessee will not use surface water from the premises or water wells drilled on the premises without the written consent of the Lessor. Lessee agrees to purchase drilling and frac water from Lessor at the rate prevailing in the area of this lease, if Lessor has water available. Lessee shall have the right to drill water wells on the leased premises, utilize water out of said water wells free of charge. Upon abandonment of its operations on the leased premises, ownership and control of any water well and all casing associated with the said water well shall transfer to Lessor, as Lessor's option. Upon such transfer, Lessor shall assume all liability associated with the water well.

12. No well shall be used as a salt water disposal well without Lessor's prior written consent.
13. Lessee shall pay a minimum of \$22.00 per rod for right of way and a minimum of \$22.00 per rod for damages for the pipeline or electrical easement contained herein laid to a well-site on this lease. Lessor retains right to negotiate and control any easement or lease option for surface or underground access that is not **directly connected** to a well head for the purpose of oil and gas production on lease acres.
14. Lessee will bury pipelines, lateral and electrical lines below 3 feet in depth in a manner to offer the least amount of interference of farming operations, unless, by consultation with Lessor to the contrary, which shall be placed in writing to be valid.
15. It is understood and agreed that if this oil and gas lease is being maintained in force at the expiration of the primary term hereof, then operations or production from drilling and spacing unit embracing only a portion of the leased premises shall maintain this lease in force only as to those portions of the leased premises included in said drilling and spacing unit however, if at the end of the primary term, Lessee is then engaged in operations on the portion or portions of the leased premises not included in any sections or lands pooled or unitized therewith, or if Lessee has completed a well as a producer or a dry hole anywhere on the leased premises of lands pooled therewith within ninety (90) days prior to the expiration of the primary term, or any extension thereof, this lease shall remain in full force and effect as to all remaining leased premises not included in any such sections, only for so long as Lessee commences operations in accordance with conditions in main body of lease on any portion of the lease premises not included within such section within ninety (90) days of the completion of such well as a producer or a dry hole and conducts continuous operations thereon with no cessation of longer than ninety (90) days between the completion operations on a well and the commencement of operations for the next succeeding well. At the expiration or termination of this lease, as to any part or all of the lease premises, by any of its provisions, Lessee shall promptly execute and deliver to Lessor or file of record in the public land office of the county and/or state in which the lease premises are located, a written release and surrender of this lease save and except that portion maintained by any provisions of this lease. Those portions of the leased premises which are not included in said drilling and spacing unit and all rights lying below the stratigraphic equivalent of one hundred feet (100') below the base of the deepest producing formation in any well drilled on the leased premises shall be released by Lessee at that time. For purposes of this oil and gas lease, a drilling and spacing unit shall be defined as a drilling and spacing unit created by Order of the Kansas Corporation Commission of the State of Kansas, or if no drilling and spacing unit has been created by the Kansas Corporation Commission, a drilling and spacing unit shall be defined as a quarter of a section (i.e. 160 acres) for oil and a full section (i.e. 640 acres) for gas or any horizontal well.
16. Pooling shall not exceed 160 acres for oil and 640 acres for gas or any horizontal well.

17. Lessee agrees to forthwith furnish Lessor written notice of any application by Lessee or any other person of which Lessee has notice, seeking to establish or change spacing affecting the leased premises. Further, Lessee shall mail Lessor certified copy of voluntary unit declaration affecting leased acres.
18. If at the end of the primary term this lease is not otherwise continued in force under the provisions hereof, this lease shall expire, unless Lessee on or before the end of the primary term pays or tenders to Lessor, the sum of the original bonus per net mineral acre subject to this lease; and subject to the other provisions of this lease, the primary term shall be extended for an additional term as stated in the lease.
19. Lessee shall provide Lessor prior notice of Lessee's activities on the lease acres, **provide a copy** of this recorded lease, documents filed with regulatory authorities pertaining to drilling and production including drilling permits, completion reports and production reports, well logs, and well tests, and any other recorded documents associated with this lease including copies of assignments of interest in the lease.
20. By filing of the oil and gas lease and this exhibit attached, the Lessee accepts the terms as written and shall be binding upon Lessee and upon transferees, successor and assigns of this lease.