

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



KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

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 # \_\_\_\_\_

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: \_\_\_\_\_

# OIL AND GAS LEASE

Reorder No.  
09-131



316-284-9344 • P.O. Box 793 • Wichita, KS 67201-0793

AGREEMENT, Made and entered into September 25 th, 19 82, by and between:

Dwight Terwilliger  
Peggy Terwilliger,  
245 E. Oak  
and  
his wife

Dighton, Kansas 67839

Party of the first part, hereinafter called lessor (whether one or more) and Chief Drilling Co., Suite 905 Century Plaza Wichita, Ks. Party of the second part, hereinafter called lessee-Ten and more DOLLARS.

WITNESSETH, That the said Lessor, for and in consideration of Ten and more DOLLARS, cash in hand paid, 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 Lane

State of Kansas, described as follows, to-wit:

The Southeast Quarter (SE 1/4)

#1079

of Section 7 Township 17 South Range 28 West and containing 160 acres more or less.

It is agreed that this lease shall remain in full force for a term of Eighteen Months from this date, and as long thereafter as oil or gas, or either of them, is produced from said land by the lessee, or the premises are being developed or operated.

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 he may connect his wells, the equal one-eighth (1/8) part of all oil produced and saved from the leased premises.

2nd. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product as royalty 1/8 of the market value of such gas at the mouth of the well; if said gas is sold by the lessee, then as royalty 1/8 of the proceeds of the sale thereof at the mouth of the well. The lessee shall pay lessor as royalty 1/8 of the proceeds from the sale of gas as such at the mouth of the well where gas only is found and where such gas is not sold or used, lessee shall pay or tender annually at the end of each year a 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 stores 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.

If no well be commenced on said land on or before 19 this lease shall terminate as to both parties, unless the lessee on or before that date shall pay or tender to the lessor, or to the lessor's credit in The Bank at Bank or its successors, which shall continue as the depository regardless of changes in the owner-

ship of said land, the sum of DOLLARS, which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods or the same number of months successively. All such payments or tenders of rental may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date either direct to lessor or assigns or to said depository bank. And it is understood and agreed that the consideration first recited herein, the down payment, covers not only the privileges granted to the 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, and thereafter the rental payable hereunder shall be reduced in the proportion that the acreage covered hereon is reduced by said release or releases.

Should the first well drilled on the above described land be a dry hole, then, and in that event, if a second well is not commenced on said land within twelve months from the expiration of the last rental period for which rental has been paid, this lease shall terminate as to both parties, unless the lessee on or before the expiration of said twelve months shall resume the payment of rentals in the same amount and in the same manner as herein before provided. And it is agreed that upon the resumption of the payment of rentals, as above provided, that the last preceding paragraph hereof, governing the payment of rentals and the effect thereof, shall continue in force just as though there had been no interruption in the rental payments.

If said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid the lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the next succeeding rental anniversary after any reversion occurs to cover the interest so acquired.

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.

When requested by lessor, lessee shall bury his pipe lines below plow depth.

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.

Lessee shall pay for damages caused by its 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 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 the like effect as if such well had been completed within the term of years herein first mentioned.

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 proportionate part of the rents due from him or them, such assignee or assignees shall not operate to detach or affect this lease in so far as it covers a part or parts of said lands upon which the said lessee or any assignee thereof shall make due payments 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. If the leased premises are now or hereafter owned in severally or 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 or recording tanks for the oil produced from such separate tracts.

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 may reimburse itself from any rental or royalties accruing hereunder.

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; 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.

Whereof witness our hands-as-of the day and year first above written.

SS# 514-38-8443

Dwight Terwilliger (SEAL)

Dwight Terwilliger (SEAL)

Peggy Terwilliger (SEAL)

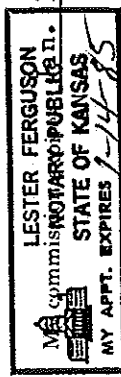
Peggy Terwilliger (SEAL)

515-22-5542

(SEAL)

(SEAL)

STATE OF Kansas ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)  
COUNTY OF Lane  
The foregoing instrument was acknowledged before me this 1st day of October 1982  
by Dwight Terwilliger and Peggy Terwilliger  
his wife



Lester Ferguson Notary Public

STATE OF \_\_\_\_\_ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)  
COUNTY OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)  
COUNTY OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)  
COUNTY OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
by \_\_\_\_\_ and \_\_\_\_\_

My commission expires \_\_\_\_\_  
Notary Public

# OIL AND GAS LEASE

No. \_\_\_\_\_ FROM \_\_\_\_\_ TO \_\_\_\_\_  
Date \_\_\_\_\_, 19\_\_\_\_  
Section \_\_\_\_\_ Twp. \_\_\_\_\_ Rge. \_\_\_\_\_  
No. of Acres \_\_\_\_\_ Term \_\_\_\_\_  
County \_\_\_\_\_  
STATE OF Kansas County Lane  
This instrument was filed for record on the 11 day of October, 1982,  
at 9<sup>00</sup> o'clock A. M., and duly recorded  
in Book 55 Page 128 of \_\_\_\_\_  
By Ruth H. Mangelsen Register of Deeds.  
When recorded, return to \_\_\_\_\_

STATE OF \_\_\_\_\_ ACKNOWLEDGMENT FOR CORPORATION (KsOkCoNe)  
COUNTY OF \_\_\_\_\_  
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
by \_\_\_\_\_ of \_\_\_\_\_  
corporation, on behalf of the corporation.  
My commission expires \_\_\_\_\_  
Notary Public

## ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, **Wabash Energy Corporation, PO Box 595, Lawrenceville, IL 62439**, hereinafter called Assignor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, transfer, assign, and convey unto, **Shakespeare Oil Company, Inc., 202 West Main St. Salem, IL 62881**, hereinafter called Assignee, all right, title, and interest in, to and under the properties described in Exhibit "A" attached hereto and made a part hereof for all purposes, together with all right, title, and interest in all wells located on the lands, it being the intention of Assignor to assign to Assignee all of its interest in the leases and the lands hereto, including all rights to any agreements, contracts, etc. associated with said wells and/or leases, together with the same proportionate interest in and to all the personal property located on the above described premises, appurtenant thereto, or used or obtained in connection therewith.

The Assignors do not warrant the title to the oil and gas leases herein assigned, either express or implied, except as against all persons claiming by, through, or under them, but the Assignee shall have the benefit of all warranties contained in the leases herein assigned and inuring to the benefit of the Assignors.

Assignor covenants with Assignee, its successors and assigns that the interests assigned hereunder are free and clear from all liens, mortgages, encumbrances, or adverse claims.

The interests assigned herein are subject to all royalty and overriding royalty interests of record.

It is specifically understood that this Assignment and Bill of Sale conveys working interest only and any royalty and overriding royalty interest owned by Assignor herein shall be excluded from this assignment.

TO HAVE AND TO HOLD THE SAME UNTO Assignee, its successors and assigns, forever.

Assignee agrees to indemnify and save and hold Assignor, and their successors, harmless from all claims, costs, expenses, and liabilities with respect to the leases which accrue or relate to the times on or after the effective date of this Assignment and Bill of Sale. Likewise, Assignor agrees to indemnify and save and hold Assignee, and its successors, harmless from all claims, costs, expenses, and liabilities with respect to the leases which accrue to the times prior to the effective date of this Assignment and Bill of Sale.

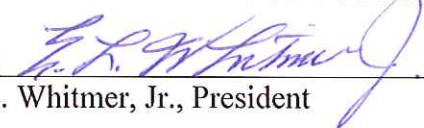
Assignor agrees to execute, acknowledge, and deliver such other instruments, documents, or other items as may be necessary or required to more fully carry out the transaction contemplated herein.

This Assignment and Bill of Sale shall be binding upon and inure to the benefit of the parties hereto together with their respective successors and assigns.


This Assignment and Bill of Sale is executed the 1<sup>st</sup> day of December, 2017, but shall be effective as of 7:00 A.M., December 1, 2017.

**ASSIGNOR:**

**WABASH ENERGY CORPORATION**

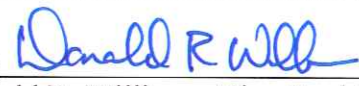
BY:   
E. L. Whitmer, Jr., President

**ATTEST:**

BY:   
Laura Butler, Secretary/Treasurer

**ASSIGNEE:**

**SHAKESPEARE OIL COMPANY, INC.**

BY:   
Donald R. Williams, Vice President

**ATTEST:**

BY:   
Doug Alberson, Treasurer

STATE OF ILLINOIS \_\_\_\_\_ )

) ss.

COUNTY OF Lawrence)

**CORPORATE ACKNOWLEDGMENT**

Before me, Cheryl R. Baer, a Notary Public in and for said State, on this 1st day of December, 2017, personally appeared **E. L. Whitmer, Jr., President**, and **Laura Buher, Secretary/Treasurer**, of **Wabash Energy Corporation**, a corporation, to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its **President** and **Secretary/Treasurer**, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



Cheryl R. Baer  
Notary Public  
My Commission Expires: 8-11-18

STATE OF ILLINOIS \_\_\_\_\_ )

) ss.

COUNTY OF MARION)

**CORPORATE ACKNOWLEDGMENT**

Before me, **Cheryl R. Baer**, a Notary Public in and for said State, on this 1st day of December, 2017, personally appeared **Donald R. Williams, Vice President**, and **Doug Alberson, Treasurer**, of **Shakespeare Oil Company, Inc.**, a corporation, to me known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument as its **Vice President** and **Treasurer**, and acknowledged to me that they executed the same as their free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.



Cheryl R. Baer  
Notary Public  
My Commission Expires: 08-11-2018



**EXHIBIT "A"**

**1. Townsend Lease (Plains Marketing #01-136997)  
Wells: Townsend OWWO #1-9**

Oil and Gas Lease dated February 11, 2000, but effective March 12, 2000, by and between Robert E. Townsend and Rita H. Townsend, Trustees of the Rita H. Townsend Revocable Trust, dated June 8, 1983 and as Trustees of the Robert E. Townsend Revocable Trust, dated June 8, 1983, as Lessor, and Wabash Energy Corporation, as Lessee, recorded at Book 101 Page 183, in the office of the Register of Deeds, Lane County, Kansas, covering the following described lands, to-wit:

Township 19 South, Range 29 West, Lane County, Kansas  
Section 9: NW/4

**2. Terwilliger Lease (Plains Marketing #01-136995)  
Wells: Terwilliger B #3**

Oil and Gas Lease dated September 25, 1982, by and between Dwight Terwilliger and Peggy Terwilliger, his wife, as Lessor, and Chief Drilling Co., as Lessee, recorded at Book 55 Page 128, in the office of the Register of Deeds, Lane County, Kansas, covering the following described lands, to-wit:

Township 17 South, Range 28 West, Lane County, Kansas  
Section 7: SE/4