

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 _____

Side Two

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle</i> FSL/FNL	<i>Circle</i> FEL/FWL		
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A separate sheet may be attached if necessary

* When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

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: _____

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of April, 2018, by and between **THE WILSON FAMILY REVOCABLE TRUST DATED THE 24TH DAY OF AUGUST, 2007** (hereinafter referred to as "Seller"), having a mailing address of 2517 Brentwood Drive, Norman, Oklahoma 73069, and **DIMICK PRODUCTION, LLC, a Kansas limited liability company** (hereinafter referred to as "Buyer"), having a mailing address of 300 E. Garfield St., Hamilton, Kansas 66853;

WITNESSETH:

RECITATIONS

WHEREAS, Richard A. Wilson and Patricia Wilson received by Assignment from Mike L. Wilson and Catherine A. Wilson on the 28th day of August, 2002, the oil and gas leases set forth on Exhibit "A" hereto which such conveyance is filed in Assign. Book 70, Pages 499-500 in the County records of Greenwood County, Kansas; and

WHEREAS, Richard A. Wilson and Patricia Wilson conveyed by Assignment dated August 24, 2017, the oil and gas leases set forth on Exhibit "A" hereto which conveyance to The Wilson Family Revocable Trust dated the 24th day of August, 2007, is filed in the records of Greenwood County, Kansas, on the 9th day of October, 2007, in Book 72 of Assign., Page 189.

WHEREAS, Seller desires to convey all its right, title and interest, including an undivided 1/8 of 7/8 ORRI as to the E/2 NE/4 and the SE/4 of Section 7, Township 24 South, Range 11 East, in Greenwood County, State of Kansas, in the oil and gas leases set forth on Exhibit "A" to Buyer; and

WHEREAS, Buyer has agreed to pay Seller the sum of Twenty-Five Thousand Dollars (\$25,000.00).

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. **AGREEMENT.** Seller hereby agrees to sell and Buyer hereby agrees to buy the leases as described by Assignment of Oil and Gas Leases dated August 24, 2007, and described as set forth on Exhibit "A" hereto. The purchase price shall include all personal property production equipment sold in its "as is, where is" condition. This assignment is without warranty or indemnity of any nature from Seller other than Seller hereby warrants that it has good and sufficient marketable title to the lease being sold and conveyed.

2. **CLOSING.** The Closing of this Agreement (the "Closing") shall occur on the 27 day of April, 2018, or such other time as is mutually agreed by the parties hereto, at which time such sale shall occur in accordance with the terms and conditions of this Agreement.

3. **LIABILITIES.** Seller warrants, covenants and represents that Buyer is purchasing the leases conveyed herewith free, clear and discharged of all liabilities, however oil in the tanks shall belong to Seller and the tanks shall be measured at 12:00 o'clock p.m. of the date of Closing.

4. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller hereby represents Seller has good and marketable title to the lease to be conveyed herewith, free and clear of restrictions or conditions to transfer or assignment, and free and clear of security assignments, liens, pledges, charges, encumbrances, and claims.

5. **SEVERABILITY.** Should a court of competent jurisdiction determine any portion of this Agreement invalid, that portion of this Agreement not affected by such order shall be interpreted so as to give effect to the manifest intention of the parties hereto.

6. **ATTORNEY'S FEES.** In the event any action is ever brought to enforce the terms hereof, the parties agree that the prevailing party in such action shall be entitled to the assessment by the Court of a reasonable attorney's fee to be paid by the non-prevailing party.

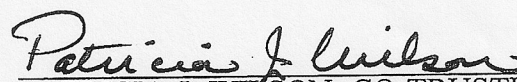
7. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns. This Agreement shall be construed according to and governed by the laws of the State of Oklahoma. This Agreement is not valid or binding unless signed by an authorized representative of Buyer and Seller; and this Agreement is an

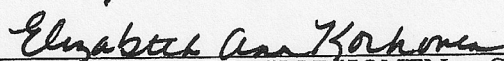
Oklahoma contract governed by the laws of the State of Oklahoma; and any dispute arising from this Agreement shall be brought only in the courts of the State of Oklahoma with venue in Cleveland County. To enforce a venue agreement, see *National Diversified Business Inc. v. Corporate Fin Opportunities, Inc.*, 1997 OK 36, ¶3 N.2, 946 P.2d 662, 664 N.2.

8. **MERGER AGREEMENT.** This Agreement sets forth the entire agreement between the parties hereto with respect to the subject matter herein contained, and there are no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein. This Agreement cannot be amended, altered, modified, terminated or rescinded except by a writing executed by all parties hereto. Should any term, condition or phrase of this Agreement be held unenforceable, all remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

“SELLER”


PATRICIA J. WILSON, CO-TRUSTEE OF
THE WILSON FAMILY REVOCABLE
TRUST DATED THE 24TH DAY OF
AUGUST, 2007


ELIZABETH ANN KORHONEN, CO-
TRUSTEE OF THE WILSON FAMILY
REVOCABLE TRUST DATED THE 24TH
DAY OF AUGUST, 2007

"BUYER"

DIMICK PRODUCTION, LLC,
A Kansas limited liability company

By: *Rodney Dimick*
RODNEY DIMICK, Co-Partners

By: *Gail Dimick*
GAIL DIMICK, Co-Partners

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first

above written

"SELLER"

Patricia J. Wilson
PATRICIA J. WILSON, CO-TRUSTEE OF
THE WILSON FAMILY REVOCABLE
TRUST DATED THE 24TH DAY OF
AUGUST, 2007

Elizabeth Ann Robinson
ELIZABETH ANN ROBINSON, CO-
TRUSTEE OF THE WILSON FAMILY
REVOCABLE TRUST DATED THE 24TH
DAY OF AUGUST, 2007

EXHIBIT "A"

- (1) An undivided 1/8 of 7/8 ORRI as to the E/2 NE/4 and the SE/4 of Section 7, Township 24 South, Range 11 East, in Greenwood County, State of Kansas. (Gaffney Lease).
- (2) All right, title, and interest in and to the oil and gas lease dated June 1, 1926, from George Gaffney, et al., as Lessor, to W. W. Wilson, as Lessee, recorded in Book FF of Misc., Page 395, insofar as said lease covers the following described land:

All grantor's right, title, and interest in and to a 100% working interest in and to the East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$) and the Southeast Quarter (SE $\frac{1}{4}$) of Section 7, Township 24 South, Range 11 East, containing 240 acres, more or less, Greenwood County, State of Kansas.

- (3) All right, title, and interest, pursuant to an Agreement dated October 31, 1980, between George F. Bernard and Richard A. Wilson and Michael L. Wilson recorded in Book 45, Pages 121-123, in and to the following described leasehold interest:

An undivided 15/16 interest in and to the West Half of the Northeast Quarter (W/2 NE/4) of Section 7, Township 24 North, Range 11 East, Greenwood County, Kansas.

- (4) All right, title, and interest pursuant to an Assignment of Oil and Gas Leases dated August 28, 2002, by and between Mike L. Wilson and Catherine A. Wilson and Richard A. Wilson and Patricia Wilson, recorded in Assign. Book 70, Pages 499-500, in and to the following oil and gas leases:

Gaffney Lease: SE $\frac{1}{4}$ and E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 7, Township 24 South, Range 11 East, Greenwood County, Kansas.

Bernard Lease: W $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 7, Township 24 South, Range 11 East, Greenwood County, Kansas.