

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

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 # _____

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: _____

PURCHASE AND SALE AGREEMENT

AGREEMENT made this 21st day of June, 2018, by and between Floyd V. Stevens of Dewey, Oklahoma ("Seller") and Kodiak Energy, LLC, a Kansas limited liability company of Caney, Kansas ("Purchaser").

WITNESSETH:

1. **Property Sold.** Seller agrees to sell and convey, and Purchaser agrees to purchase and pay for, the following described real estate, to wit:

a) Gas Lease:

LESSOR: Kansas Natural Gas Company
LESSEE: C.E. Roth, et al
DATE: July 23, 1926
RECORDED: Book 30, Page 400
PROPERTY: S/2N/2SE/4, S/2SE/4 and East 60 acres of SW/4 of Section 1, Township 34 South, Range 15 East, Montgomery County, Kansas
WI: 100%
NRI: .875000

b) Oil Lease:

LESSOR: Harvey E. Burrows, et ux
LESSEE: Alfred L. Burrows
DATE: July 20, 1978
RECORDED: Book 79 Oil, Page 207
PROPERTY: S/2N/2SE/4, S/2SE/4 and East 60 acres of SW/4 of Section 1, Township 34 South, Range 15 East, Montgomery County, Kansas
WI: 100%
NRI: .875000

c) Wells: All of the wells located upon the Gas Lease and the Oil Lease hereinabove described.

d) Production Equipment: All casing, tubing, pipe, pumps, jacks, motors, tanks, separators, fittings, connections, electrical wiring and other equipment located upon the Gas Lease and the Oil Lease above described.

e) Product: All oil and gas upon the Gas Lease and Oil Lease as of the Effective Time.

f) Other Equipment: All other equipment, machinery, parts, supplies, pipe, and other personal property located upon the Gas Lease and the Oil Lease above described, including pulling unit, winch truck, back hoe, trailers, tanks and salvage metal.

2. Effective Time. The purchase and sale shall be effective for all purposes as of the time of Closing.

3. Purchase Price. The purchase price is \$35,000 payable in full at Closing.

4. Operating Expense. *Seller* shall pay all expense of operation and ownership of the property sold up to the Effective Time, and *Purchaser* shall pay all such expense thereafter. It is the agreement of the parties that *Seller* shall have no future liabilities relating to the property sold.

5. Conveyance. *Seller* shall convey the property sold to *Purchaser* at Closing by good and sufficient Assignments and Bills of Sale.

6. Taxes. *Seller* shall pay all taxes assessed against the property for 2017 and prior years. Taxes for 2018 shall be prorated to the date of Closing based on the amount of the 2017 assessment.

7. Regulatory Compliance. *Purchaser* assumes all regulatory compliance obligations associated with the property sold, including the obligation for the plugging of wells.

8. Closing. Closing shall be conducted at the office of Jon R. Viets, 201 N. Penn, Suite 604, Independence, Kansas, on or before June 29, 2018.

9. Seller's Representations. *Seller* represents as follows:

a) That *Seller* has good right, title and authority to sell the property sold; and

b) That the property sold is free and clear of any adverse lien, claim or encumbrances; and

c) That the Gas Lease and Oil Lease are valid and subsisting leases to the property covered thereby; and

d) That the interest sold in the Gas Lease and the Oil Lease is the 100% working interests, with which is associated the $7/8^{\text{ths}}$ of $8/8^{\text{ths}}$ (.875000 where 1.000000 equals $8/8^{\text{ths}}$) net revenue interest.

10. Title Curative.

a) *Seller* shall furnish a suitable Affidavit of Death and Heirship, and the Last Will and Testament with respect to his deceased spouse, Emma L. Stevens, together with an Assignment to *Purchaser* executed by all of her heirs, devisees and legatees, conveying all of the interest of Emma L. Stevens in the property sold.

b) *Seller* shall furnish an Assignment to *Purchaser* of all interests of David Lynn Stevens in the property sold.

11. **Transfer.** *Seller* and *Purchaser* shall file form T-1 with the Kansas Corporation Commission, and issue surface owner notification, in transfer of operatorship of the wells. *Seller* shall also execute transfer orders to the first purchasers of oil and gas to affect the transfer of revenues to *Purchaser*.


12. **Costs.** *Seller* shall pay the cost of the title curative work and related filing fees (approximately \$300). *Purchaser* shall pay the attorneys fee for preparation of this Agreement and the Closing documents and related filing fees.

13. **Amendment.** This Agreement may be amended only by written instrument signed by the parties.

14. **Binding Effect.** This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF this Agreement is executed by the parties the day and year first above written.

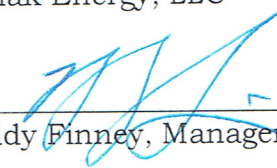
Seller



Floyd V. Stevens

Purchaser

Kodiak Energy, LLC

By: 

Buddy Finney, Manager/Member