

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 _____

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Form KSONA-1

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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 for Assignment of Oil and Gas Lease

This letter (the "Agreement"), when signed on behalf of DLR Oil and Gas, LLC ("DLR") and Brigman Productions, Inc. ("Brigman," and collectively with DLR the "Assignors") and Burrton, LLC ("Burrton") evidences our agreement whereby Burrton will acquire from Assignors all of their right, title and interest in and to that Oil and Gas Lease recorded in Book 316 at Page 237 in the Office of the Register of Deeds for Reno County, Kansas (the "Lease"), which covers all of the mineral interests owned by James R. White, Jr. and Brenda L. White, husband and wife, as to the S/2 of the E/2 of the SE/4 of Section 2, Township 23 South, Range 4 West, Reno County, Kansas, together with the rights incident thereto and the personal property, well site equipment and facilities, including pump jacks, tank batteries, downhole equipment, gathering and injection systems, pipelines, easements, field equipment, rolling stock and other personal property thereon, appurtenant thereto, or used or obtained in connection therewith as further described on Exhibit "A" hereto and all of Assignors' files, records, and other data relating thereto, including without limitation, lease, division orders, contracts and land files, operations, maintenance, production, environmental, geological and engineering records, logs, facility and well records and accounting files and lease operating statements (the "Property").

For fair and valuable consideration, the parties agree as follows:

1. Assignment of Interest/Purchase Price. At Closing, Burrton shall purchase from Assignors all of their undivided right, title and interest in and to the Property for a total purchase price of ~~payable in the amount of \$_____ to DLR and \$_____ to Brigman (the "Purchase Price").~~ Assignors shall execute and deliver an Assignment of Oil and Gas Lease and a Bill of Sale, as applicable, in favor of Burrton in the form attached hereto as Exhibit "B", at Closing. Further, Assignors warrant that the Lease represents a 100% working interest with a net revenue interest equal to 87.5% in and to the S/2 of the E/2 of the SE/4 of Section 2, Township 23 South, Range 4 West, Reno County, Kansas, and that the Lease is valid and in full force and effect. The Property is not subject to additional encumbrances, including without limitation, imbalances, back-ins, depth or formation restrictions, wellbore restrictions or other restrictions that would limit or reduce the ownership attributable to thereto.
2. Effective Date. The effective date for the transaction contemplated by this Agreement shall be July 1, 2019 (the "Effective Date").
3. Closing.
 - a. Unless extended through written agreement of the parties, the purchase and sale of the Property shall be consummated upon the execution and delivery of this Agreement by Assignors to Burrton (the "Closing").

- b. The Purchase Price due at Closing shall be paid in the form of a certified bank wire or company check, which may be chosen by Assignors.
4. Entire Agreement. This Agreement, together with the Assignment and the Bill of Sale, if applicable, constitutes the entire agreement between Assignors and Burrton with respect to the subject matter hereof, superseding all prior statements, representations, discussions, agreements and understandings, written or verbal, relating to such subject matter.
5. Survival of Warranties, Representations and Covenants. All representations and warranties contained in this Agreement shall survive the Closing and continue with respect to claims made on or before one (1) year following the Closing Date. The covenants and agreements contained in the Agreement shall survive the Closing and continue in accordance with their respective terms.
6. Further Assurances. Assignors shall execute and deliver such other instruments and documents and take such other and further actions as may be reasonably necessary to evidence and effectuate the transaction contemplated by this Agreement.
7. Severability and Governing Law. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, that provision shall be deemed amended to achieve as near as possible the same effect as the original provision, and the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby. This Agreement shall be governed by the laws of the State of Oklahoma, excluding its conflicts and choice of law provisions. Any actions taken in court shall be exclusively in the courts of Tulsa County, Oklahoma, and the Parties hereby irrevocably submit to the exclusive jurisdiction of such courts and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action.
8. Counterpart Signatures. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

Very truly yours,

Burrton, LLC

THE FOREGOING TERMS AND CONDITIONS ARE AGREED TO AND ACCEPTED BY THE UNDERSIGNED PARTIES AS OF THE EFFECTIVE DATE. THE UNDERSIGNED REPRESENTS AND WARRANTS THAT HE/SHE HAS THE ABILITY AND AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF AND BIND ASSIGNORS HEREUNDER.

AGREED TO AND ACCEPTED THIS 15th DAY OF July, 2019.

ASSIGNOR

DLR OIL AND GAS, LLC

By: [Signature]

Its: Partner

ASSIGNOR

BRIGMAN PRODUCTIONS, INC.

By: [Signature]

Its: President

Exhibit "A"

White Lease
E/2 SW/4 Sec. 2 T23S R4W
API # 15-155-19048

Pumping Unit- 228-246-86 / 28.87 Gear Ratio W/ 4C36 in. sheave. Set new July 2013
40 HP elec. Motor W/ 3C13 in. Sheave C270 belts
7 in. Casing set @ 3620
10 x 15 fiberglass gunbarrel
1- 12 x 12 steel stock tank
1- 100 bbl. Fiberglass water tank. Set new in 2012
109 jts. 2 7/8 tubing
7 in. Tubing anchor
121- 7/8 rods
1- 6 ft. 7/8 rod sub
16 ft. polished rod
10 ft. brass liner

~~12/31-15- Parted 7/8 box. 36th rod. Hung well on.~~
~~08/30/16- Changed top 2 7/8 joint.~~
~~08/15/17- New C 270 belts~~
~~02/13/18- Fished 7/8 rod . Pin part. New Dura Bond flow tee & stuffing box bottom.~~
~~04/15/19- Replaced tubing pump. 2 1/2 x 2 1/4 x 14 ft. barrel. 4 ft. metal plunger. Repaired tubing anchor. Replaced 45 7/8 rod boxes. Installed new 10 ft. brass liner~~
~~04/18- Shut well down. SWD/W not taking water.~~

(BK)

Exhibit "B"

ASSIGNMENT OF OIL AND GAS LEASE

WHEREAS, DLR Oil and Gas, LLC and Brigman Productions, Inc. ("Assignors") are the owner of the following described Oil and Gas Lease ("Lease"):

Lessors: James R. White, Jr. and Brenda L. White, husband and wife
Lessee: Merritt Oil Company, a Kansas Partnership
Date: February 23, 1998
Recorded: Book 316, Page 237
Legal Description: S/2 of the E/2 of the SE/4 of 2-23S-4W Reno County, Kansas

NOW THEREFORE, in consideration of the exchange of One Dollar (\$1.00) and other good and valuable consideration, of which the receipt and sufficiency is hereby acknowledged, Assignors do hereby assign, sell, transfer and convey to Burrton, LLC, PO Box 700780, Tulsa, OK 74170-0780 and their successors and assigns ("Assignee"), all Assignors' working interest in the Lease, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith, and subject to all royalty and overriding royalty interests as the same appear of record.

This assignment is made and executed and delivered without warranty of any kind and no warranty shall be implied.

This instrument is executed this 15th day of July, 2019, but shall be effective as of 1st day of July, 2019.

DLR Oil and Gas, LLC
by: [Signature]
Larry Ressler, Manager

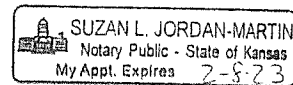
Brigman Productions, Inc.
by: [Signature]
Dean Brigman, President

STATE OF Kansas, COUNTY OF Harvey

Acknowledged before me this 15th day of May, 2019, by Larry Ressler, Manager of DLR Oil and Gas, LLC.

2-8-23
Appointment Expires

[Signature]
Notary Public

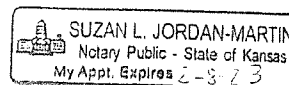


STATE OF Kansas, COUNTY OF Harvey

Acknowledged before me this 15th day of May, 2019, by Dean Brigman, President of Brigman Productions, Inc.

2-8-23
Appointment Expires

[Signature]
Notary Public



MEMORANDUM OF CONTRACT OPERATING SERVICES AGREEMENT

STATE OF KANSAS)
) **KNOW ALL MEN BY THESE PRESENTS THAT:**
COUNTY OF RENO)

BURRTON, LLC, a Kansas Limited Liability Company, whose address is P.O. Box 700780, Tulsa, Oklahoma 74170-0780, hereinafter called "**Owner**", and **KAHAN & ASSOCIATES, INC.**, an Oklahoma corporation, whose mailing address is P.O. Box 700780, Tulsa, Oklahoma 74170-0780, hereinafter called "**Contractor**", hereby acknowledge and give notice that Owner has executed and delivered to Contractor a Contract Operating Services Agreement, hereinafter the "**Operating Agreement**".

The Operating Agreement, AAPL Form 610-1982, is dated and effective as of the 1st day of January, 1992, as may thereafter be amended, and provides generally for the exploration, development and production of oil, gas and other hydrocarbons lying in and under the following described lands, to-wit:

S/2 E/2 SE/4 of Section 2-23S-4W, Reno County, Kansas.

The Operating Agreement contains provisions with respect to the conduct of operations, billing and approval of expenses, notice and other such terms and conditions as are usual and customary in the industry, and such terms and provisions are incorporated herein by reference as if copied at length herein. Both Owner and Contractor have possession of a fully executed copy of the Operating Agreement.

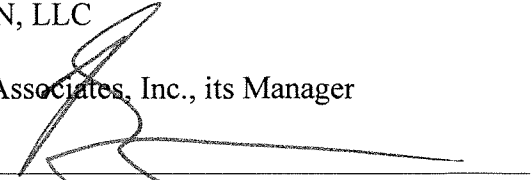
The purpose of this Memorandum of Contract Operating Services Agreement is to evidence the existence of said Operating Agreement. This Memorandum of Contract Operating Services Agreement shall not be deemed to enlarge, restrict or change the rights of any of the parties to the Operating Agreement but is for the purpose of giving notice of the existence of the Operating Agreement in lieu of recording it at length in the county records or elsewhere. In the event of any conflict, the terms and provisions contained in the Operating Agreement shall control and prevail over the terms and provisions of this Memorandum of Contract Operating Services Agreement.

IN WITNESS WHEREOF, this Memorandum of Contract Operating Services Agreement is executed this 21st day of October, 2019.

OWNER:

BURRTON, LLC

Kahan & Associates, Inc., its Manager

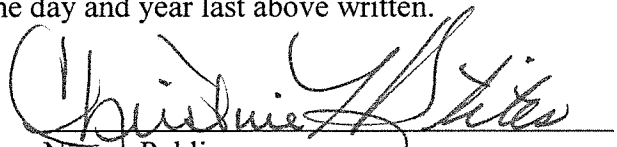
By: 
Brian A. Kahan, Managing Partner

ACKNOWLEDGEMENTS

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 21st day of October, 2019, personally appeared Brian A. Kahan, to me known to be the identical person who subscribed the name of Kahan & Associates, Inc. as manager of BURRTON, L.L.C. to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such limited liability company, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.


Notary Public

My Commission Expires:

30 April 2020
Commission No. 00006054

