KOLAR Document ID: 1732403

# KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form T-1 April 2019 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:	1			
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:  KS Dept of Revenue Lease No.:			
Gas Lease: No. of Gas Wells**				
Gas Gathering System:	Lease Name:			
Saltwater Disposal Well - Permit No.:				
Spot Location:feet from N / S Line	SecTwpRE \[ V \]			
feet from E /W Line	Legal Description of Lease:			
Enhanced Recovery Project Permit No.:				
Entire Project: Yes No	County:			
Number of Injection Wells**	Production Zone(s):			
Field Name:	Injection Zone(s):			
** Side Two Must Be Completed.	injection Zene(e).			
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:			
	Date:			
Title:	Signature:			
New Operator's License No	Contact Person:			
New Operator's Name & Address:	Phone:			
	Oil / Gas Purchaser:			
New Operator's Email:	Date:			
	Signature:			
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	is acknowledged as			
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit			
Permit No.: Recommended action:	permitted by No.:			
Date:	Date:			
Authorized Signature	Authorized Signature			
DISTRICT EPR	PRODUCTION UIC			
I				

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#### Side Two

#### Must Be Filed For All Wells

KDOR Lease No.:						
* Lease Name:			* Location:			
Well No.	API No. (YR DRLD/PRE '67)	Footage from Sec (i.e. FSL = Feet from		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)	
		<i>Circle:</i> FSL/FNL	Circle: FEL/FWL _			
		FSL/FNL	FEL/FWL			
		FSL/FNL	FEL/FWL _			
		FSL/FNL	FEL/FWL _			
		FSL/FNL	FEL/FWL _			
		FSL/FNL	FEL/FWL _			
		FSL/FNL	FEL/FWL _			
		FSL/FNL	FEL/FWL _			
		FSL/FNL	FEL/FWL _			
		FSL/FNL	FEL/FWL _			
		FSL/FNL	FEL/FWL _			
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		FSL/FNL	FEL/FWL _			
		FSL/FNL	FEL/FWL			
		FSL/FNL	FEL/FWL			
		FSL/FNL	FEL/FWL			
			FEL/FWL _			
		FSL/FNL	FEL/FWL _			
		FSL/FNL	FEL/FWL _			

A separate sheet may be attached if necessary.

<sup>\*</sup> 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.

KOLAR Document ID: 1732403

## Kansas Corporation Commission Oil & Gas Conservation Division

Form KSONA-1
July 2021
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:	1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	SecTwpS. R East _ West
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: ( ) Fax: ( )	
Email Address:	
Surface Owner Information:	
Name:	
Address 1:	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
Address 2:	county, and in the real estate property tax records of the county treasurer.
City: State: Zip:+	
the KCC with a plat showing the predicted locations of lease roads, ta are preliminary non-binding estimates. The locations may be entered  Select one of the following:       I certify that, pursuant to the Kansas Surface Owner Notice provided the following to the surface owner(s) of the land	nodic Protection Borehole Intent), you must supply the surface owners and ank batteries, pipelines, and electrical lines. The locations shown on the plat on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.  The Act (see Chapter 55 of the Kansas Statutes Annotated), I have upon which the subject well is or will be located: 1) a copy of the
	ling in connection with this form; 2) if the form being filed is a Form y operator name, address, phone number, fax, and email address.
the KCC will be required to send this information to the surfa	I acknowledge that, because I have not provided this information, ace owner(s). To mitigate the additional cost of the KCC performing ddress of the surface owner by filling out the top section of this form to the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 handlin form and the associated Form C-1, Form CB-1, Form T-1, or Form CF	ng fee with this form. If the fee is not received with this form, the KSONA-1 P-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:

#### EXHIBIT "A"

#### **Hodgeman County**

<u>Springer A Lease:</u> An oil and gas lease dated December 17, 1959, from Bernard A. Springer, et ux., lessors, to L. A. Farris, lessee, recorded in Book 13 at page 211 in the office of the Register of Deeds for Hodgeman County, Kansas, and covering the following described real estate:

The Northwest Quarter (NW/4) of Section Twenty-six (26), Township Twenty-two (22) South, Range Twenty-four (24) West of the 6th P.M., Hodgeman County, Kansas;

Springer Fluid Disposal Agreement: A Fluid Disposal Agreement for the Springer A#1 Well dated September 25, 1967, between Bernard A. Springer, et vir., lessors, and Cities Service, lessee, recorded in Book M-21 at page 110 in the office of the Register of Deeds of Hodgeman County, Kansas, and covering the following described real estate:

The Northwest Quarter (NW/4) of Section Twenty-six (26), Township Twenty-two (22) South, Range Twenty-four (24) West of the 6th P.M., Hodgeman County, Kansas;

ALL SUBJECT TO reservations, restrictions, and agreements as recited of record;

#### Ford County

<u>Torline Lease:</u> An oil and gas lease dated September 27, 1960, from Francis Torline, et al., lessors, to Charles L. Ewing, lessee, recorded in Book 14 at page 397 in the office of the Register of Deeds of Ford County, Kansas, insofar as said lease covers the following described real estate:

The Southwest Quarter (SW/4) and the East Half of the Southeast Quarter (E/2 SE/4) of Section Thirty-three (33), Township Twenty-five (25) South, Range Twenty-one (21) West of the 6th P.M., all in Ford County, Kansas;

Torline Fluid Disposal Agreement: A Fluid Disposal Agreement for the Torline A-2 Well dated January 30, 1976, between Francis W. Torline and William F. Torline, lessors, and Cities Service Oil Company, lessee, recorded in Book 32 at page 1 in the office of the Register of Deeds of Ford County, Kansas, and covering the following described real estate:

One (1) acre in the South Half (S/2) of Section Thirty-three (33), Township Twenty-five (25) South, Range Twenty-one (21) West of the 6th P.M., Ford County, Kansas;

Butler Pipeline Right of Way: A Pipeline Right-of-Way for a 2" saltwater line dated October 7, 1966, between Clarence E. Butler, grantor, and Cities Service Oil Company, grantee, recorded in Book 18 at page 65 in the office of the Register of Deeds of Ford County, Kansas, and covering the following described real estate:

The Southeast Quarter of the Northeast Quarter (SE/4 NE/4) of Section Thirty-three (33), Township Twenty-five (25) South, Range Twenty-one (21) West of the 6th P.M, Ford County, Kansas,

ALL SUBJECT TO reservations, restrictions, and agreements as recited of record;

#### Ellis County:

Bemis A Lease: An oil and gas lease dated July 3, 1935, from Fred A. Bemis, et ux., lessors, to Earl G. Lay, lessee, recorded in Book 19 at page 617 in the office of the Register of Deeds for Ellis County, Kansas, and covering the following described real estate:

The Southeast Quarter (SE/4) of Section Sixteen (16), Township Eleven (11) South, Range Seventeen (17) West of the 6th P.M., Ellis County, Kansas;

Bemis B Lease: An oil and gas lease dated March 4, 1935, from Fred A. Bemis, et ux., lessors, to Earl G. Lay, lessee, recorded in Book 19 at page 596 in the office of the Register of Deeds for Ellis County, Kansas, and covering the following described real estate:

The Southwest Quarter of the Northwest Quarter of the Southwest Quarter (SW/4 NW/4/ SW/4); the Northwest Quarter of the Southwest Quarter of the Southwest Quarter (NW/4 SW/4 SW/4); and the South Half of the South Half of the Southwest Quarter (S/2 S/2 SW/4) of Section Fifteen (15), Township Eleven (11) South, Range Seventeen (17) West of the 6th P.M., Ellis County, Kansas;

Bemis Disposal Well Agreement: An Amendment To Disposal Well Agreement dated June 10, 1951, from Lawrence A. Bemis and Goldie F. Bemis, as lessors, to Sohio Petroleum Company, as lessee, as amended on April 26, 1976, recorded in Book 277

at page 621 in the office of the Register of Deeds for Ellis County, Kansas.

<u>Bemis B#8 Lease:</u> An oil and gas lease dated March 4, 1935, from Fred A. Bemis, et ux., lessors, to Earl G. Lay, lessee, recorded in Book 19 at page 596 in the office of the Register of Deeds of Ellis County, Kansas, insofar as said lease covers the following described real estate:

The South Half of the Northeast Quarter of the Southwest Quarter (S/2 NE/4 SW/4); the North Half of the Southeast Quarter of the Southwest Quarter (N/2 SE/4 SW/4); the Southeast Quarter of the Northwest Quarter of the Southwest Quarter (SE/4 NW/4 SW/4); and the Northeast Quarter of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter (NE/4 SW/4 SW/4) of Section Fifteen (15), Township Eleven (11) South, Range Seventeen (17) West of the 6th P.M., Ellis County, Kansas, and insofar as said lease covers rights from the surface of the earth down to and including a depth of 3,491 feet; and

The North Half of the North Half of the Southwest Quarter (N/2 N/2 SW/4) of Section Fifteen (15), Township Eleven (11) South, Range Seventeen (17) West of the 6th P.M., Ellis County, Kansas, and insofar as said lease covers rights from the surface of the earth down to an including a depth of 3,484 feet;

Gottschalk Lease: An oil and gas lease dated May 6, 1980, from Vernon Gottschalk, et al., lessors, to Richard H. Zinszer, lessee, and recorded in Book 300 at page 518 in the office of the Register of Deeds of Ellis County, Kansas, insofar as it covers the following described real estate:

The North Half of the Northeast Quarter (N/2 NE/4) of Section Twenty-eight (28), Township Thirteen (13) South, Range Twenty (20) West of the 6th P.M., Ellis County, Kansas;

<u>Hall B #4 Lease:</u> An oil and gas lease dated October 4, 1976, from Edith M. Hall, lessor, to Richard H. Zinszer, et al., lessees, and recorded in Book 279 at page 209 in the office of the Register of Deeds for Ellis County, Kansas, and covering the following described real estate:

The Northeast Quarter (NE/4) of Section Two (2), Township Twelve (12) South, Range Seventeen (17) West of the 6th P.M., Ellis County, Kansas; Simpson Lease: An oil and gas lease dated July 10, 1981, from Evelyn Richmond, et vir., lessors, to Richard Zinszer, lessee, recorded in Book 312 at page 153 in the office of the Register of Deeds of Ellis County, Kansas, insofar as said lease covers the following described real estate:

The Southeast Quarter (SE/4) less the Northeast Quarter of the Southeast Quarter of said Southeast Quarter (NE/4 SE/4 SE/4) in Section Fifteen (15), Township Eleven (11) South, Range Seventeen (17) West of the 6th P.M., Ellis County, Kansas;

Simpson/Richmond Salt Water Disposal Well: A Salt Water Disposal Agreement dated January 26, 1983, by and between Evelyne Richmond, et al., lessors, to Richard H. Zinszer, lessee, and recorded in Book 330 at page 310 in the office of the Register of Deeds of Ellis County, Kansas, covering the following salt water disposal well:

A salt water disposal well in the Southeast Quarter (SE/4) of Section Fifteen (15), Township Eleven (11) South, Range Seventeen (17) West of the 6th P.M., Ellis County, Kansas, located 840 feet from the South line of said Southeast Quarter (SE/4) and 330 feet from the East line of said Southeast Quarter (SE/4) for salt water disposal purposes only;

<u>Armbruster Lease:</u> An oil and gas lease dated September 1, 2011, from Glen Armbruster, et ux., as lessors, to Zinszer oil Company, Inc., as lessee, and recorded in Book 778 at page 133 in the office of the Register of Deeds for Ellis County, Kansas, insofar as said lease covers the following described real estate, to-wit:

The Northeast Quarter (NE/4) of Section Two (2), Township Fifteen (15) South, Range Twenty (20) West of the 6<sup>th</sup> P.M., Ellis County, Kansas;

ALL SUBJECT TO reservations, restrictions, and agreements as recited of record;

### **Trego County:**

<u>Nicholson Lease:</u> An oil and gas lease dated June 29, 1973, from Jack R. Nicholson, et al., lessors, to Pickrell Drilling Company, lessee, recorded in Book A41 at page 696 in the office of the Register of Deeds of Trego County, Kansas, and covering the following described real estate:

The Southwest Quarter (SW/4) of Section Seven (7), Township Fourteen (14) south, Range Twenty-one (21) West of the 6th P.M., Trego County, Kansas;

SUBJECT TO reservations, restrictions, and agreements as recited of record;

#### **Barton County:**

North Burmeister Lease: An oil and gas lease dated December 18, 1936, from F. F. Burmeister, et ux., lessors, to Fred Steckel, lessee, recorded in Book 59 at page 541 in the office of the Register of Deeds for Barton County, Kansas, insofar as said lease covers the following described real estate:

The North Half of the Southeast Quarter (N/2 SE/4) of Section Three (3), Township Seventeen (17) South, Range Eleven (11) West of the 6th P.M., Barton County, Kansas:

South Burmeister Lease: An oil and gas lease dated December 18, 1936, from F. F. Burmeister, et ux., lessors, to Fred Steckel, lessee, recorded in Book 59 at page 541 in the office of the Register of Deeds of Barton County, Kansas, insofar as said lease covers the following described real estate:

The South Half of the Southeast Quarter (S/2 SE/4) of Section Three (3), Township Seventeen (17) South, Range Eleven (11) West of the 6th P.M., Barton County, Kansas;

Burmeister Ground Lease: A Ground Lease dated March 4, 1954, between Magdalene L.E. Burmeister, et al., lessors, and Shell Oil Company, lessee, recorded in Book 177 at page 98 in the office of the Register of Deeds of Barton County, Kansas, for the purpose of laying and maintaining a salt water disposal line over and across the following described one-eighth (1/8) acre of land, more or less, and for other lawful purposes:

Beginning at the Northwest corner (NW/c) of the Southeast Quarter (SE/4) of Section Three (3), Township Seventeen (17) South, Range Eleven (11) West of the 6th P.M., Barton County, Kansas; thence East 104 feet; thence Southwest 147 feet; thence North 104 feet to the point of beginning and containing approximately one-eighth (1/8) of an acre;

<u>Radenberg Easement:</u> An Easement dated March 27, 1941, from C.E. Radenberg, et ux., grantors, to Shell Oil Company, Inc., grantee, recorded in Book 89 at page 409 in the office of the

Register of Deeds of Barton County, Kansas, covering the following described one (1) acre of land, more or less:

Beginning at a point 1356 feet South and 195 feet East of the Northwest corner (NW/c) of Section Three (3), Township Seventeen (17) South, Range Eleven (11) West of the 6th P.M., Barton County, Kansas; thence South 208.7 feet; thence East 208.7 feet; thence West 208.7 feet, more or less, to the point of beginning;

for exclusive use and occupancy for general business purposes in connection with grantee's oil and gas operations and activities;

<u>Burmeister Pipe Line Easement:</u> A Pipe Line Easement dated October 28, 1944, from Magdalene Burmeister, grantor, to Shell Oil Company, Inc., grantee, recorded in Book 109 at page 362 in the office of the Register of Deeds of Barton County, Kansas, and covering the following described real estate:

The South Half of the Southeast Quarter (S/2 SE/4) of Section Three (3), Township Seventeen (17) South, Range Eleven (11) West of the 6th P.M., Barton County, Kansas;

<u>Gibler Lease:</u> An oil and gas lease dated October 10, 1939, from Clinton Gibler, et ux., lessors, to Shell Oil Company, Inc., lessee, recorded in Book 82 at page 166 in the office of the Register of Deeds of Barton County, Kansas, insofar as said lease covers the following described real estate:

The East Half of the Southeast Quarter (E/2 SE/4) of Section Sixteen (16), Township Seventeen (17) South, Range Eleven (11) West of the 6th P.M., Barton County, Kansas;

Gibler Water Right Grant: A Water Right Grant dated April 4, 1942, from Clinton Gibler, et ux., grantors, to Shell Oil Company, Inc., grantee, recorded in Book 95 at page 279 in the office of the Register of Deeds of Barton County, Kansas, and covering the sole and exclusive right to impound, take and use water from the following described real estate:

The East Half of the Southeast Quarter (E/2 SE/4) of Section Sixteen (16), Township Seventeen (17) South, Range Eleven (11) West of the 6th P.M., Barton County, Kansas;

<u>Gibler Pipeline Easement:</u> A Pipeline Easement dated April 6, 1942, from Clinton Gibler, et ux., grantors, to Shell Oil

Company, Inc., grantee, recorded in Book 107 at page 428 in the office of the Register of Deeds of Barton County, Kansas, and covering the following described real estate:

The East Half of the Southeast Quarter (E/2 SE/4) of Section Sixteen (16), Township Seventeen (17) South, Range Eleven (11) West of the 6th P.M., Barton County, Kansas;

<u>Soeken Lease:</u> An oil and gas lease dated September 20, 1938, from Onno Soeken, et ux., lessors, to Shell Petroleum Corporation, lessee, recorded in Book 75 at page 134 in the office of the Register of Deeds for Barton County, Kansas, and covering the following described real estate:

The South Half of the Southwest Quarter (S/2 SW/4) of Section Fifteen (15), Township Seventeen (17) South, Range Eleven (11) West of the 6th P.M., Barton County, Kansas;

Gibler/Soeken Salt Water Disposal: All rights reserved by Shell Oil Company in and Assignment, Agreement and Bill of Sale dated September 25, 1969, in favor of Dan Schusterman and Charles Schusterman, a partnership d/b/a Schusterman Oil Company and Investors Royalty Company, Inc., recorded in Book 310 at page 26, such rights relating to the disposal by Shell Oil Company of salt water produced from the lands covered by the Gibler and Soeken oil and gas leases:

The East Half of the Southeast Quarter (E/2 SE/4) of Section Sixteen (16), Township Seventeen (17) South, Range Eleven (11) West of the 6th P.M., Barton County, Kansas;

The South Half of the Southwest Quarter (S/2 SW/4) of Section Fifteen (15), Township Seventeen (17) South, Range Eleven (11) West of the 6th P.M., Barton County, Kansas;

in the Soeken "B" Salt Water Disposal System, evidenced by Agreement dated July 1, 1947, between Shell Oil Company, Inc., and Vickers Petroleum Co., Inc., as amended by Letter Agreement dated July 17, 1947, between said parties, and operated under the provisions of the Soeken Lease and Agreement and Soeken Salt Water Disposal Lease hereinafter described;

<u>Soeken Lease and Agreement:</u> A Lease and Agreement for the disposal of salt water and/or other deleterious substances dated October 13, 1942, between Geskeanna Soeken, et al., lessors, and Shell Oil Company, Inc., lessee, recorded in Book 98 at

page 261 in the office of the Register of Deeds of Barton County, Kansas, as amended by Extension Agreement dated August 9, 1963, recorded in Book 262 at page 68 in the office of the Register of Deeds of Barton County, Kansas, and covering a two-acre tract of land in the form of a square around the Soeken No. 2 well which is the center point of said two-acre tract, the location of which well is more particularly described as follows:

330 feet from the North line and 986 feet from the West line of the Northeast Quarter (NE/4) of Section Twentyone (21), Township Seventeen (17) South, Range Eleven (11) West of the 6th P.M., Barton County, Kansas;

together with the easement rights granted in said Lease and Agreement in and to the following described land out of which said two-acre tract is carved:

The North Half of the Northeast Quarter (N/2 NE/4) of Section Twenty-one (21), Township Seventeen (17) South, Range Eleven (11) West of the 6th P.M., Barton County, Kansas, containing eighty (80) acres of land, more or less;

Soeken Salt Water Disposal Lease: A Salt Water Disposal Lease dated September 24, 1956, between Onno Soeken, et ux., lessors, and Shell Oil Company, lessee, recorded in Book 205 at page 73 and covering the following described two-acre tract of land:

Beginning at a point 842 feet South and 1202 feet West of the Northeast corner (NE/c) of Section Twenty-one (21), Township Seventeen (17) South, Range Eleven (11) West of the 6th P.M., Barton County, Kansas; thence South 295 feet; thence West 295 feet; thence North 295 feet; thence East 295 feet to the point of beginning, containing two (2) acres of land, more or less;

together with the easement rights granted in said Salt Water Disposal Lease in and to the following described land:

The North Half of the Northeast Quarter (N/2 NE/4) of Section Twenty-one (21), Township Seventeen (17) South, Range Eleven (11) West of the 6th P.M., Barton County, Kansas;

<u>Soeken Pipe Line Easement:</u> A Pipe Line Easement dated April 8, 1944, from Onno Soeken, grantor, to Shell Oil Company, Incorporated, grantee, and recorded in Book 107 at page 419 in the office of the Register of Deeds of Barton County, Kansas, and covering the following described real estate:

The South Half of the Southwest Quarter (S/2 SW/4) of Section Fifteen (15), Township Seventeen (17) South, Range Eleven (11) West of the 6th P.M., Barton County, Kansas;

<u>Pipe Line Licenses:</u> An unrecorded Pipe Line License dated August 19, 1937, between the Atchison, Topeka and Santa Fe Railway Company, Licensor, and Shell Petroleum Corporation, Licensee, to construct and maintain three pie lines for carrying water and oil across or along the right of way of the Licensor at or near the station of Farhman, Barton County, Kansas, the location of which pipe lines are shown on a plat attached to said Pipe Line License; and

An unrecorded Pipe Line License dated November 24, 1944, between The Atchison, Topeka and Santa Fe Railway Company, Licensor, and Shell Oil Company, Inc., Licensee, to construct and maintain one pipe line for carrying salt water across or along the right of way of Licensor at or near the station of Farhman, Barton County, Kansas, the location of which pipe line is shown on a plat attached to said Pipe Line License;

Both subject to the written consent of Licensor being obtained;

<u>Kraft Pipe Line Easement:</u> A Pipe Line Easement dated January 7, 1954, from James W. Kraft, et ux., grantors, to Shell Oil Company, Inc., grantee, recorded in Book 177 at page 100, in the office of the Register of Deeds of Barton County, Kansas, and covering:

The North Half of the Northwest Quarter (N/2 NW/4) of Section Two (2), Township Seventeen (17) South, Range Eleven (11) West of the 6th P.M. Barton County, Kansas;

<u>Frees Pipe Line Easement:</u> A Pipe Line Easement dated March 4, 1954, from Albert A. Frees, et ux., grantors, to Shell Oil Company, grantee, recorded in Book 177 at page 101 in the office of the Register of Deeds of Barton County, Kansas, and covering:

The Southeast Quarter of the Southeast Quarter of the Northwest Quarter (SE/4 SE/4 NW/4) and the Southwest Quarter (SW/4), all in Section Thirty-five (35), Township Sixteen (16) South, Range Eleven (11) West of the 6th P.M., Barton County, Kansas;

<u>Ehler Pipe Line Easement:</u> A Pipe Line Easement dated January 7, 1954, from Anna Frees Ehler, et vir., grantors, to Shell Oil Company, grantee, recorded in Book 177 at page 102 in the office of the Register of Deeds of Barton County, Kansas, and covering:

The Northeast Quarter (NE/4) of Section Three (3), Township Seventeen (17) South, Range Eleven (11) West of the 6th P.M., Barton County, Kansas;

ALL SUBJECT TO reservations, restrictions, and agreements as recited of record;

#### Pawnee County:

<u>Hagerman Lease:</u> An oil and gas lease dated February 26, 1953, from Arthur Hagerman, et al., lessors, to Cities Service Oil Company, lessee, recorded in Book M-18 at page 51 in the office of the Register of Deeds of Pawnee County, Kansas, and covering the following described real estate:

The Northeast Quarter (NE/4) of Section Thirteen (13), Township Twenty (20) South, Range Twenty (20) West of the 6th P.M., Pawnee County, Kansas, subject to a Crude Oil Contract between Cities Service and Citgo Petroleum Corporation dated effective September 1, 1983;

SUBJECT TO reservations, restrictions, and agreements as recited of record;

## Ness County:

Martin Lease: An oil and gas lease dated October 27, 1962, from Ray N. Martin, et ux., lessors, to Raymond Oil Company, Inc., lessee, recorded in Book 59 at page 98 in the office of the Register of Deeds of Ness County, Kansas, and covering the following described real estate:

The Southeast Quarter (SE/4) of Section Twenty-five (25), Township Twenty (20) South, Range Twenty-one (21) West of the 6th P.M., Ness County, Kansas.

Martin Lease Salt Water Disposal Contract: An unrecorded Salt Water Disposal Contract dated February 25, 2020, between Zinszer Oil Company, Inc., and ALB, Inc., authorizing ALB to dispose of salt water from its Wells D-E# Unit in the SW/4 of 25-20-21 into Zinszer's Martin C No. 1 salt water disposal well located in the SW/4 NW/4 SE/4 of 25-20-21, Ness County, Kansas.

McFadden Lease: An oil and gas lease dated August 4, 1962, from Ray McFadden, et ux., lessors, to T. J. Burden, lessee, recorded in Book 58 at page 529 in the office of the Register of Deeds of Ness County, Kansas, insofar as said lease covers the following described real estate:

The Northwest Quarter (NW/4) of Section Nineteen (19), Township Twenty (20) South, Range Twenty-one (21) West of the 6th P.M., Ness County, Kansas.

McFadden Disposal Agreement: A Fluid Disposal Agreement for the McFadden C#2 Well dated August 24, 1984, between Harold McFadden, et ux., lessors, to Cities Service Oil and Gas Corporation, lessee, recorded in Book 187 at page 203 in the office of the Register of Deeds of Ness County, Kansas, and covering the following described real estate:

The Northwest Quarter (NW/4) of Section Nineteen (19), Township Twenty (20) South, Range Twenty-one (21) West of the 6th P.M., Ness County, Kansas;

McJunkin Lease: An oil and gas lease dated December 16, 1953, from Ivan G. McJunkin, et al., lessors, to J. E. Beymer, lessee, recorded in Book Misc. 38 at page 593 in the office of the Register of Deeds of Ness County, Kansas, and covering the following described real estate:

The Southwest Quarter (SW/4) of Section Ten (10), Township Twenty (20) South, Range Twenty-one (21) West of the 6th P.M., Ness County, Kansas;

McJunkin Surface Agreement: A Surface Lease Agreement dated January 19, 1965, between Ivan D. McJunkin, et al., lessors, to Cities Service Oil Company, lessee, recorded in Book 68 at page 474 in the office of the Register of Deeds of Ness County, Kansas, and covering the following described real estate:

The Northwest corner of the Southwest Quarter (NW/c SW/4) of Section Ten (10), Township Twenty (20) South, Range Twenty-one (21) West of the 6th P.M., Ness County, Kansas;

<u>Kramer Salt Water Disposal Agreement:</u> A Salt Water Disposal Agreement for the Kramer B#2 Well dated March 25, 1976, between John E. Kramer, et ux., lessors, to Cities Service Oil Company, lessee, recorded in Book 117 at page 582 in the office of the Register of Deeds of Ness County, Kansas, and covering the following described real estate:

The Southeast Quarter of the Northwest Quarter (SE/4 NW/4) of Section Ten (10), Township Twenty (20) South, Range Twenty-one (21) West of the 6th P.M., Ness County, Kansas;

ALL SUBJECT TO reservations, restrictions, and agreements as recited of record;

#### Rooks County:

McClellan Lease: An oil and gas lease dated July 11, 2006, from Robert L. McClellan and Jo Eva McClellan, his wife, and Robert L. McClellan, Trustee of the Robert L. McClellan Revocable Trust No. 1, lessors, to Zinszer Oil Company, Inc., lessee, and recorded in Book 360 at page 396 in the office of the Register of Deeds for Rooks County, Kansas, and covering the following described real estate, to-wit:

The East Half (E/2) and the Southwest Quarter (SW/4) of Section Four (4), Township Nine (9) South, Range Nineteen (19) West of the 6<sup>th</sup> P.M., Rooks County, Kansas;

McClellan Salt Water Disposal Agreement: A Salt Water Disposal Agreement dated February 3, 2011, from the Robert L. McClellan Revocable Trust No. 1 dated May 29, 1979, lessor, to Zinszer Oil Company, Inc., recorded in Book 417 at page 535 in the office of the Register of Deeds for Rooks County, Kansas, and covering the following described real estate, to-wit:

The East Half (E/2) and the Southwest Quarter (SW/4) of Section Four (4), Township Nine (9) South, Range Nineteen (19) West of the 6<sup>th</sup> P.M., Rooks County, Kansas;

McClellan Salt Water Disposal Contract: An unrecorded Salt Water Disposal Contract dated November 1, 2012, between Zinszer Oil Company, Inc., and Meridian Energy, Inc., whereby Zinszer grants to Meridian the right and privile of discharging waste water from its Cerrow Lease located in the NW/4 of 4-9-19, Rooks County, Kansas, into Zinszer's McClellan Lease salt water disposal system located in the E/2 NW/4 NE/4 of 4-29-19, Rooks County, Kansas;

Amrein Lease: An oil and gas lease dated February 5, 2000, from George A. Amrein, et al., lessors, to Zinszer Oil Company, Inc., lessee, recorded in Book 303 at page 672 in the office of the Register of Deeds for Rooks County, Kansas, and covering the following described real estate, to-wit:

The Southeast Quarter (SE/4) of Section Thirty-three (33), Township Eight (8) South, Range Nineteen (19) West of the 6th P.M., Rooks County, Kansas;

ALL SUBJECT TO reservations, restrictions, and agreements as recited of record;

## AGREEMENT FOR PURCHASE OF OIL AND GAS LEASEHOLD INTERESTS

THIS AGREEMENT made and entered into this 4th day of October, 2023, by and between Patterson Energy, LLC ("Seller"), and Production Drilling, Inc. ("Buyer").

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller, on the terms and subject to the conditions set forth in this Agreement, all of Seller's leasehold interest and assets associated with the oil and gas leases more particularly described in Exhibit "A" ("Leases") and the contracts used in conjunction with the Leases more particularly described in Exhibit "B" ("Contracts").

NOW THEREFORE in consideration of the premises and mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

- 1. Purchase. Buyer agrees to purchase from Seller all of Seller's leasehold interest in and to the Leases and Contracts, along with all of Seller's interest in the equipment and inventory associated with operating said Leases and Contracts and situated on the Leases and Contracts, including but not limited to wellheads, tanks, pumps, compressors, separators, heater treaters, valves, fittings, equipment, machinery, fixtures, flowlines, pipelines, platforms, tubular goods, materials, tools and supplies associated with the leasehold interests, ("the Properties") subject to the landowner's royalty and the overriding royalties.
- 2. Purchase Price. In consideration for sale of the Properties, Buyers shall pay to Seller which shall be due upon closing.
- 3. *Title*. Seller warrants title to the Properties and will provide Buyers with all title opinions that it has secured covering said Properties.
- 4. Closing. The Parties agree that this transaction shall be closed on or before October 5, 2023 ("Closing Date"). At the time of closing, Seller shall deliver to Buyers, assignments of all its working interest in the Leases and Contracts, along with a Bill of Sale to the leasehold equipment and personal property being sold herein, all of which shall be free and clear of all mortgages, liens and encumbrances of every nature whatsoever.
- 5. Condition to Closing. The Parties agree that Closing shall be conditioned upon Seller closing a simultaneous transaction with Kim Zinszer and Zinszer Oil Company, Inc. ("Zinszer") for the purchase of the Leases and Contracts on October 5, 2023. Seller shall be under no obligation to perform under the terms of this Agreement prior to the completion of the sale of the Leases and Contracts from Zinszer to Seller.
- 6. Taxes. Seller and Buyer agree that all taxes attributable to the Properties shall be paid by Zinszer until the Closing Date. Buyer shall pay all taxes attributable to the Properties after such date.
- 7. Governing Law. This Agreement shall be governed and interpreted under the laws of the State of Kansas. The mandatory exclusive venue for any judicial proceeding permitted in this Agreement is the state courts of competent jurisdiction in Ellis County, Kansas. The Parties consent to the jurisdiction of these courts and waive any defenses they have regarding jurisdiction.
- 8. Entire Agreement. This Agreement constitutes the entire agreement between Buyers and Seller with respect to the transactions contemplated herein and supersedes all prior oral or written agreements.

- 9. Survival. The parties understand and agree that all representations, warranties and indemnifications of the parties contained herein shall survive for a period of twelve (12) months after the Closing Date.
- 10. Further Cooperation. After closing each party shall execute, acknowledge and deliver all documents and take all such acts, which from time to time, may reasonably be requested by the other party in order to carry out the purposes of this Agreement.
- 11. Counterparts. This Agreement may be executed in one or more counterparts with the same effect as if all signatures of the parties hereto were on the same document but in such event each counterpart shall constitute an original, and all of such counterparts shall constitute one Agreement.
- 12. Assignment. Buyers shall have the right to assign its leasehold interest without the consent or approval of Seller.
- 13. Binder. This Agreement shall extend to and be binding upon the successors and assigns of the parties hereto.
- 14. Drafting of Contract, Counsel and Expenses. Seller and Buyers agree that this Agreement has been drafted by Tyler K. Turner and the firm of JETER TURNER SOOK BAXTER, LLP at the direction of all the parties. Said attorney and firm has not advocated for any party, serving as scrivener as directed by the parties. Each party acknowledges having the right and opportunity to consult with individual counsel of their own. The expense of preparing this Agreement and all necessary documents to affect the transfer will be billed to Seller, but billing to Seller shall not preclude the parties from dividing the expenses of the transaction among one another by agreement.
- 15. 1031 Exchange. Seller acknowledges that Buyer intends to perform a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code. Seller accordingly agrees to an assignment of the rights under this Agreement by Buyer to a qualified intermediary designated by Buyer. Seller agrees to cooperate in such exchange as long as it does not delay the closing or cause additional expense to Seller.

IN WITNESS WHEREOF, the parties have hereunto caused their authorized representatives to execute this Agreement effective on the day first above written.

[SIGNATURE PAGE TO FOLLOW]

SELLER:

Patterson Energy, LLC

Jach Patterson, President

**BUYERS:** 

Production Drilling, Inc.

Marty Patterson, President

#### Exhibit "A" - Leases

#### McClellan Lease

1. Lessors:

Robert L. McClellan and Jo Eva McClellan, his wife et al.

Lessee:

Zinszer Oil Company, Inc.

Date: Recorded: July 11, 2006 Book 360, Page 396

Legal Description:

E/2 & SW/4 of 4-9S-19W Rooks County, Kansas

#### **Amrein Lease**

1. Lessors:

George A. Amrein et al.

Lessee:

Zinszer Oil Company, Inc.

Date:

February 5, 2000

Recorded: Legal Description: Book 303, Page 672 SE/4 of 33-8S-19W Rooks County, Kansas

#### Exhibit "B" - Contracts

- a. McClellan Salt Water Disposal Agreement, dated February 3, 2011, filed in Book 417, Page 535, from the Robert L. McClellan Revocable Trust No. 1 dated May 29, 1979 to Zinszer Oil Company, Inc., covering the E/2 & SW/4 of 4-9S-19W Rooks County, Kansas.
- b. McClellan Salt Water Disposal Contract, dated November 1, 2012, unrecorded, between Zinszer Oil Company, Inc. and Meridian Energy, Inc., in which Zinszer granted to Meridian the right and privilege of discharging waste water from its Cerrow Lease located in the NW/4 of 4-9S-19W Rooks County, Kansas into Zinszer's McClellan Lease disposal system located in the E/2 NW/4 NE/4 of 4-9S-19W.

#### ASSIGNMENT OF OIL AND GAS LEASES AND SALTWATER DISPOSAL AGREEMENT

Patterson Energy, LLC ("Assignor") is the owner of an undivided working interest in the Oil and Gas Leases ("Leases") described in Exhibit "A" and Saltwater Disposal Agreements ("Contracts") described in Exhibit "B" ("Contracts").

NOW THEREFORE, in consideration of the exchange of and other good and valuable consideration, of which the receipt and sufficiency is hereby acknowledged, Assignor does hereby assign, sell, transfer and convey to **Production Drilling, Inc., whose address is 1023 Reservation Road, Hays, KS 67601** ("Assignee"), all of Assignor's working interest in the Leases and interest in the Contracts, 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.

Assignor warrants the title to the Leases and Contracts to be free and clear of all mortgages, liens and encumbrances of every nature whatsoever.

Executed this 4 day of 640ber, 2023 but effective as of 640ber, 2023.

Patterson Energy, LLC

Patterson, President

Notary Public

STATE OF COUNTY OF

Acknowledged before me on the day of October, 2023, by Zach Patterson President of Patterson Energy, LLC.

Appointment Expires

SARA HICKS
NOTARY PUBLIC
STATE OF KANDAS
STATE OF KANDAS
My Appl Em. Jan 15, 2005