

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form T-1  
March 2010

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 8 + 1 WSW \*\*
- ☐ 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.: E 21359
- Entire Project: ☐ Yes ☐ No
- Number of Injection Wells 1 \*\*

Field Name: Paola-Rantoul

**\*\* Side Two Must Be Completed.**

Effective Date of Transfer: 1/1/2007

KS Dept of Revenue Lease No.: 100569

Lease Name: Diehm

\_\_\_\_\_ SW Sec. 14 Twp. 19 R. 22 ☒ E ☐ W

Legal Description of Lease: SW/4 of Sec. 14 Twp. 19 R. 22E

County: Miami

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 OK

Past Operator's License No. (Inactive Operator) \_\_\_\_\_

Contact Person: \_\_\_\_\_

Past Operator's Name & Address: L.M. & H. Oil Producers

Phone: \_\_\_\_\_

Paola, Kansas

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

New Operator's License No. 33512 ☒

Contact Person: Tom Kemper

New Operator's Name & Address: S & K Oil, Inc.

Phone: 913-898-2502

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8768 W 2200 Rd.

Oil / Gas Purchaser: \_\_\_\_\_

Parker KS 66072

Date: \_\_\_\_\_

**OCT 21 2013**

Title: Operator

Signature: F K

CONSERVATION DIVISION  
WICHITA, KS

**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.

S & K Oil Inc is acknowledged as  
the new operator and may continue to inject fluids as authorized by  
Permit No.: E 21359 . Recommended action: Need  
11/12/13 2007-2012  
Date: 11-12-13 (Cheryl K. Boyer)  
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 <u>11/4/13</u>	PRODUCTION <u>NOV 14 2013</u>	UIC <u>11-12-13</u>
Mail to: Past Operator _____	New Operator <u>11-12-13</u>	District <u>(3)</u>	<u>11-12-13</u>

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

\* Location: SW/4 of Sec.14 Twp. 19 R. 22E

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WICHITA, KS**

\* 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  
**CERTIFICATION OF COMPLIANCE WITH THE  
KANSAS SURFACE OWNER NOTIFICATION ACT**

Form KSONA-1  
July 2010  
**Form Must Be Typed**  
**Form must be Signed**  
**All blanks must be Filled**

*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 # 33512  
Name: S & K Oil Inc.  
Address 1: 8768 w. 2200 Rd  
Address 2: \_\_\_\_\_  
City: Parker State: Ks Zip: 66072 +  
Contact Person: Tom Kemper  
Phone: ( 913 ) 898-2502 Fax: ( \_\_\_\_\_ )  
Email Address: \_\_\_\_\_

Well Location:  
\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ SW Sec. 14 Twp. 19 S. R. 22 ☒ East ☐ West  
County: Miami  
Lease Name: Diehm Well #: \_\_\_\_\_

*If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:*

**SW/4 of Sec.14 Twp. 19 R. 22E**

**Surface Owner Information:**

Name: George H. Diehm  
Address 1: W 403rd  
Address 2: \_\_\_\_\_  
City: Parker State: Ks Zip: 66072

*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 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: 10-6-13 Signature of Operator or Agent: [Signature] Title: Pres

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WICHITA, KS

OCT 21 2013

Bev  
755-2225Form 88—(Producers)  
(KANSAS) (Rev. 1981)

CONSERVATION DIVISION

WICHITA, KS

## OIL AND GAS LEASE

(6)

Reorder No.  
09-133KANSAS BLUE PRINT CO. INC.  
316-264-3344 • P.O. Box 793 • Wichita, KS 67201-0793

## Commence

AGREEMENT, Made and entered into this 24th day of November, 2006  
by and between George H. Diehm and Loretta M. Diehm, his  
WifeParty of the first part, hereinafter called lessor (whether one or more) and  
Seth Oil Inc.Part. 1 of the second part, hereinafter called lessee.WITNESSETH, That the said lessor, for and in consideration of 1 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 situated in the County of Miami, State of Kansas, described as follows, to-wit:  
See Attachment "A"of Section 14 Township 19 Range 22 and containing 134 acres more or less.It is agreed that this lease shall remain in full force for a term of 7 years from this date, and as long  
thereafter as oil or gas, or either of them, is produced from said land by the lessee.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 lessee may connect his wells, the equal one-  
eighth (1/8) part of all oil produced and saved from the leased premises.2nd. To pay lessor for gas from each well where gas only is found the equal one-eighth (1/8) of the gross proceeds at the  
prevailing market rate, (but, as to gas sold by lessee, in no event more than one-eighth (1/8) of the proceeds received by lessee from  
such sales), for all gas used off the premises, said payments to be made as oil is soldand lessor to have gas free of cost from any such well for all stoves and all inside lights in the principal dwelling house on said  
land during the same time by making his own connections with the well at his own risk and expense.3rd. To pay lessor for gas produced from any oil well and used off the premises, or for the manufacture of casing-head  
gasoline, one-eighth (1/8) of the proceeds at the prevailing market rate, (but, as to gas sold by lessee, in no event more than one-  
eighth (1/8) of the proceeds received by lessee from such sales), for the gas used, for the time during which such gas shall be  
used, said payments to be made as oil is soldIf no well be commenced on said land on or before the NA day of NA, 19 NA,  
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

or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of

DOLLARS, which shall operate as a rental and cover the privilege of defer-  
ring the commencement of a well for NA months from said date. In like manner andupon like payments or tenders the commencement of a well may be further deferred for like periods or the same number of  
months successively. And it is understood and agreed that the consideration first recited herein, the down payment covers not  
only the privileges granted to the date when said first rental is payable as aforesaid, but also the lessee's option of extending  
that period as aforesaid and any and all other rights conferred.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 com-  
menced 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 hereinbefore 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, and the signing of this agreement shall be binding on each of the above named parties who sign, regardless of  
whether it is signed by any of the other parties.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 pay-  
ing 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 assigned, and the privilege of assigning in whole or in part is expressly allowed, the  
covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of  
the land or assignment of rentals or royalties shall be binding on the lessee until after the lessee has been furnished with a  
written transfer or assignment or a true copy thereof; 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 default shall not operate to defeat 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.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.Lessor has right to drill for a gas well for residential  
purposes. It is understood that this will be done  
at lessor expense. Lessor is responsible for plugging any  
well that he or she drills.Whereof witness our hands as of the day and year first  
above written.

Witness to the mark:

George H. Diehm  
Loretta M. Diehm  
Tom KemperGeorge H. Diehm  
Loretta M. Diehm  
Tom Kemper

STATE OF Kansas  
COUNTY OF Miami ACKNOWLEDGMENT FOR INDIVIDUAL (KsOkCoNe)  
The foregoing instrument was acknowledged before me this 26th day of January, 2007  
by George Diehm and Loretta Diehm  
Toni Kemper

My commission expires 12-18-2010  
Beth Elaine Hodgson



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

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

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

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

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

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

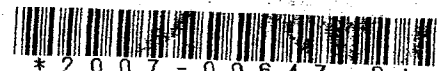
No. _____	OIL AND GAS LEASE	FROM	TO	Date _____, 19____	Section _____	Twp. _____	Rge. _____	No. of Acres _____	Term _____	County _____	STATE OF _____	County _____	This instrument was filed for record on the _____ day of _____, 19____	at _____ o'clock _____ M., and duly recorded _____	in Book _____ Page _____ of _____	the records of this office.	By _____	Register of Deeds.	When recorded, return to _____

✓ Kerry Kemper  
8768 W. 2200 Rd.  
Parker, KS 66072

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\* 2 0 0 7 - 0 0 6 4 7 3 \*

2007-00647

KATIE FORCK  
MIAMI COUNTY REGISTER OF DEEDS  
DATE RECORDED: 01/29/2007 08:21:01AM  
TOTAL FEES: 16.00 MTG AMOUNT: 0.00  
PAGES: 3 RECEIPT: 6043

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

Notary Public

The Southwest Quarter (SW1/4) of Section Fourteen (14), Township Nineteen (19) South, Range Twenty-two (22) East, Miami County, Kansas, excepting therefrom the following tract of real estate:

Fifteen (15) acres off the East side of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Fourteen (14), Township Nineteen (19), Range Twenty-two (22); also beginning thirty (30) rods West of the Southeast corner of the Southwest Quarter (SW1/4) of Section Fourteen (14), Township Nineteen (19), Range Twenty-two (22), thence North eighty (80) rods, thence West ten (10) rods, thence South eighty (80) rods, thence East ten (10) rods to the place of beginning, containing five (5) acres, more or less; also Beginning at a point fifty-one (51) rods North and forty (40) rods West of the Southeast corner of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section Fourteen (14), Township Nineteen (19), Range Twenty-two (22), said point being on the North side of the creek bank, running on the North side bank twelve (12) rods West, thence across the creek and running on the South bank of the creek eight (8) rods West, thence South to the County line, thence East twenty (20) rods, thence North to the point of beginning, containing five (5) acres, more or less; and containing in the

aggregate 134 acres, more or less, in Miami County, Kansas.

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Lease_NaWell_No	API_No	Year_Dri_Yr_Ass_Depth	County	Section	TownshRange	R_DD4_Q3_Q2_Q1	Ft_fro NS	Ft_FroEW	Well_TWELL_SOIL_Lease_GGas_Ult
Diehm	1 Pre-1967	1962	2007	730 Miami	14	19 22 E	SW 2518 N	4709 W	Oil PR 100569
Diehm	2 Pre-1967	1962	2007	730 Miami	14	19 22 E	SW 2427 N	4540 W	Oil PR 100569
Diehm	3 Pre-1967	1962	2007	730 Miami	14	19 22 E	SW 2119 N	4225 W	Oil PR 100569
Diehm	5 Pre-1967	1962	2007	730 Miami	14	19 22 E	SW 1550 N	4312 W	Oil PR 100569
Diehm	6 Pre-1967	1962	2007	730 Miami	14	19 22 E	SW 1739 N	4653 W	Oil PR 100569
Diehm	7 Pre-1967	1962	2007	730 Miami	14	19 22 E	SW 1782 N	4768 W	Oil PR 100569
Diehm	8 Pre-1967	1962	2007	730 Miami	14	19 22 E	SW 1364 N	4462 W	Oil PR 100569
Diehm	9 Pre-1967	1962	2007	730 Miami	14	19 22 E	SW 2128 N	4793 W	Oil PR 100569
Diehm I-1	Pre-1967	1962	2007	730 Miami	14	19 22 E	SW 2118 N	4523 W	EOB PR 100569
Diehm I-2	Pre-1967	1962	2007	730 Miami	14	19 22 E	SW 1807 N	4793 W	EOB PR 100569
Diehm WSW	Pre-1967	1962	2007	730 Miami	14	19 22 E	SW 1394 N	4083 W	WSW PR 100569

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