

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

**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 13 \*\*
- ☐ 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: ELK CITY

Effective Date of Transfer: 06/20/2013

KS Dept of Revenue Lease No.: N/A ✓

Lease Name: BRIMER

E/2 - NE/4 - E/2 - SE/4 Sec. 36 Twp. 32 R. 13 ☒ E ☐ W

Legal Description of Lease: E/2 NE/4; E/2 SE/4; E/2 SW/4 NE/4

County: MONTGOMERY

**KCC WICHITA**

Production Zone(s): WEISER

**MAY 08 2014**

Injection Zone(s): \_\_\_\_\_ **RECEIVED**

Surface Pit Permit No.: \_\_\_\_\_  
(API No. if Drill Pit, WO or Haul)

Type of Pit: ☐ Emergency ☐ Burn ☐ Settling ☐ Haul-Off ☐ Workover ☒ Drilling **OR**

Past Operator's License No. \_\_\_\_\_

Past Operator's Name & Address: LANDOWNER BRIAN BRIMER

5717 N. DELEWARE AVE WICHITA KS 67204-1860

Title: LANDOWNER

Contact Person: KRISTIE KAY HAWLEY

Phone: 620-330-2119

Date: 05/02/2014

Signature: Kristie Kay Hawley

New Operator's License No. 34849

New Operator's Name & Address: 3720 W MAIN INDEPENDENCE, KS 67301

Intrepid Resources LLC.

Title: REGULATORY DIRECTOR

Contact Person: KRISTIE KAY HAWLEY

Phone: 620-330-2119

Date: 05/02/2014

Signature: Kristie Kay Hawley

**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 5/16/14 PRODUCTION 5.19.14 UIC 5-19-14  
Mail to: Past Operator \_\_\_\_\_ New Operator \_\_\_\_\_ District \_\_\_\_\_

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

\* Lease Name: **BRIMER** \* Location: **NE/4 OF NW/4 AND NW/4 OF NE/4 SEC 36 TWN 32 RG 13 E**

| Well No. | API No.<br>(YR DRLD/PRE '67) |      | Footage from Section Line<br>(i.e. FSL = Feet from South Line) |      | Type of Well<br>(Oil/Gas/INJ/WSW) | Well Status<br>(PROD/TA'D/Abandoned) |
|----------|------------------------------|------|--|------|-----------------------------------|--------------------------------------|
| Brimer1  | 15-125-02752 ✓               | 4120 | Circle<br>FSL/FNL  | 185  | Circle<br>FEL/FWL                 | oil Abandoned                        |
| Brimer2  | 15-125-02753 ✓               | 4287 | FSL/FNL  | 332  | FEL/FWL                           | oil Abandoned                        |
| Brimer3  | 15-125-02754 ✓               | 3840 | FSL/FNL  | 132  | FEL/FWL                           | oil Abandoned                        |
| Brimer4  | 15-125-02755 ✓               | 4054 | FSL/FNL  | 496  | FEL/FWL                           | oil Abandoned                        |
| Brimer5  | 15-125-02756 ✓               | 3359 | FSL/FNL  | 645  | FEL/FWL                           | oil Abandoned                        |
| Brimer6  | 15-125-02757 ✓               | 2910 | FSL/FNL  | 258  | FEL/FWL                           | oil Abandoned                        |
| Brimer7  | 15-125-02758 ✓               | 3149 | FSL/FNL  | 162  | FEL/FWL                           | oil Abandoned                        |
| Brimer8  | 15-125-02759 ✓               | 3395 | FSL/FNL  | 282  | FEL/FWL                           | oil Abandoned                        |
| Brimer9  | 15-125-02760 ✓               | 2867 | FSL/FNL  | 757  | FEL/FWL                           | oil Abandoned                        |
| Brimer10 | 15-125-02761 ✓               | 2784 | FSL/FNL  | 1467 | FEL/FWL                           | oil Abandoned                        |
| Brimer11 | 15-125-02762 ✓               | 3178 | FSL/FNL  | 1842 | FEL/FWL                           | oil Abandoned                        |
| Brimer12 | 15-125-02763 ✓               | 2464 | FSL/FNL  | 810  | FEL/FWL                           | oil Abandoned                        |
| Brimer13 | 15-125-02764 ✓               | 2528 | FSL/FNL  | 611  | FEL/FWL                           | oil Abandoned                        |
|          |                              |      | 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                           | KCC WICHITA                          |
|          |                              |      | FSL/FNL  |      | FEL/FWL                           | APR 21 2014                          |
|          |                              |      | FSL/FNL  |      | FEL/FWL                           | RECEIVED                             |
|          |                              |      | FSL/FNL  |      | FEL/FWL                           |                                      |

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

Form KSONA-1  
January 2014  
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 # 34849

Name: INTREPID RESOURCES LLC

Address 1: 3720 W. MAIN

Address 2: \_\_\_\_\_

City: INDEPENDENCE State: KS Zip: 67301 + \_\_\_\_\_

Contact Person: KRISTIE KAY HAWLEY

Phone: ( 620 ) 330-2119 Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

Email Address: KRISTIEKAYHAWLEY@YAHOO.COM

Well Location:

E/2 NE/4 SE/4 SW/4 Sec. 36 Twp. 32 S. R. 13 ☒ East ☐ West

County: MONTGOMERY

Lease Name: BRIMER Well #: 1-13

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

**Township 32 south, Range 13 east Section 36;  
E/2 NE/4; E/2 SE/4; E/2 SW/4 NE/4**

**Surface Owner Information:**

Name: ALERT BRIAN BRIMER

Address 1: 517 N. DELEWARE AVE.

Address 2: \_\_\_\_\_

City: WICHITA State: KS Zip: 67204 + 1860

*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: 5/2/2014 Signature of Operator or Agent: \_\_\_\_\_

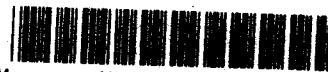
Title: Regulatory Director

**KCC WICHITA**

**MAY 08 2014**

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



State of Kansas, Montgomery County  
 This instrument was filed for  
 Record on May 13, 2014 02:18:00 PM  
 Recorded in Book 629 Page 122-128  
 Fee: \$32.00 201401700



*Marilyn Calhoun*  
 Marilyn Calhoun, Register of Deeds

# **AFFIDAVIT FOR DOCUMENT RE-FILE**

State of Kansas )  
 ) ss:  
 County of Montgomery

Kristie K Hawley, do state that I have personal knowledge of the statement and representations set forth in this affidavit.

## **INSTRUMENT INFORMATION:**

**BOOK      PAGE      STATE CORRECTION**

|     |         |                             |
|-----|---------|-----------------------------|
| 618 | 285-890 | Corrected legal description |
|-----|---------|-----------------------------|

(State specifically the correction being made in the space above. **THE ORIGINAL DOCUMENT MUST BE CORRECTED AND ATTACHED TO THIS FORM FOR RE-FILE**).

As the affiant, I have the full authority from the signatories of the document to correct the error described above

I, the undersigned, and his/her company will indemnify and hold harmless the Register of Deeds of Montgomery County, Kansas, from and against any and all loss, cost, or liability rising from the correction of the aforesaid error.

**KCC WICHITA**

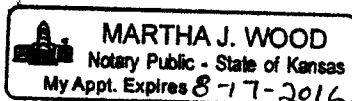
**MAY 15 2014**

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**Affiant's Signature**

*Kristie K Hawley*

SUBSCRIBED AND SWORN TO before me on 5-13-14 (Date)



**Notary Public Signature**

*Martha J Wood*

Expiration Date: 8-17-2016

USE OF THIS FORM FOR CORRECTION OF CLERICAL ERRORS ONLY. FILING FEE FOR AFFIDAVIT, \$8.00. REGULAR RECORDING FEES APPLY FOR RE-FILED DOCUMENTS. \$8.00 FIRST PAGE, \$4.00 FOR EACH ADDITIONAL PAGE. ASSIGNMENTS \$7.00 FIRST PAGE \$2.00 FOR EACH ADDITIONAL PAGE; AND \$5.00 FOR EACH ADDITIONAL BOOK/PAGE/ASSIGNED OR RELEASED.

## OIL AND GAS LEASE

THIS AGREEMENT, entered into this 20 day of June, 2013, between, Albert B. Brimer Jr. (hereinafter called Lessor) and Intrepid Resources, LLC (hereinafter called Lessee), does witness:

1. That Lessor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and of the covenants and agreements hereinafter contained to be performed by the Lessee, has this day granted, leased, and let, and by these presents does hereby grant, lease, and let exclusively unto the Lessee the hereinafter described land, for the purpose of carrying on geological, geophysical, and other exploratory work, including core drilling, and the drilling, mining, and operating for, producing, and saving all of the oil, gas, casinghead gas, casinghead gasoline, including all associated hydrocarbons produced in a liquid or gaseous form and including gas found in and produced from coal formations or coal seams and all zones in communication therewith, which gas is sometimes referred to as coal bed methane, coal seam gas or occluded gas and all other gases and their respective constituent vapors, (including coal bed methane gas, helium, and all other constituents and substances produced therewith), including the dewatering for production of coal bed methane gas, and for constructing roads, laying pipe lines, building tanks, storing oil, and erecting other structures thereon which are necessary or convenient for the economical operation of said land to produce, save, take care of, and manufacture all of such substances, said tract of land with any reversionary rights therein being situated in the county of Montgomery, state of Kansas, and described as follows:

Township 32 South Section 36 Range 13 East ~~XXX~~ E/2 NE 1/4; E/2 SE 1/4; E/2 SW 1/4 NE 1/4  
The Northeast Quarter of the Northwest (NE 1/4 NW 1/4) and the Northwest of the Northeast (NW 1/4 NE 1/4) of Section Thirty-Six (36), Township Thirty-Two (32), Range (13), containing 157.0 acres located in Rutland Township Montgomery County Kansas  
Also the E/2 SW 1/4 NE 1/4 20.0 acres located in Rutland Township Montgomery County Kansas. These are adjoining parcels of land together containing 177 acres Mol.

2. This lease shall remain in force for a term of (2) year from the effective date hereof, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline, or any of the products covered by this lease are or can be produced.

3. The Lessee shall deliver to Lessor as royalty, free of cost, on the lease, or into the pipe line to which Lessee may connect its wells, the equal (18%) part of all oil produced and saved from the leased premises, or at the Lessee's option may pay to the Lessor for such 18% royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line or into storage tanks.

4. To pay Lessor for gas of whatsoever nature or kind (with all of its constituents) and all other substances covered hereby, a royalty of (18%) of the net proceeds realized by Lessee from the sale thereof, less a proportionate part of the ad valorem, production, severance, and other excise taxes and the cost incurred by Lessee

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MAY 15 2014

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in delivering, processing, compressing, transporting, dehydrating, or otherwise making gas or other substances merchantable, with said payments to be made monthly, not more than sixty (60) days following the last day of the month in which gas is delivered into the pipeline and credited to Lessee's account by the gas purchaser.

5. If Lessee shall commence to drill a well or commence reworking operations on an existing well within the term of this lease or any extension thereof, or on acreage pooled therewith, the Lessee shall have the right to drill such well to completion or complete reworking operations with reasonable diligence and dispatch, and if oil or gas, or either of them, be found in paying quantities, this lease shall continue and be in force with like effect as if such well had been completed within the term of years first mentioned. Drilling operations or mining operations shall be deemed to be commenced when the first material is placed on the leased premises or when the first work, other than surveying or staking the location, is done thereon which is necessary for such operations.

6. During any period (whether before, on, or after expiration of the primary term hereof), at any time, and from time to time, when gas is not being sold or used and a gas well capable of producing in paying quantities is shut in on the leased premises, whether or not said well has theretofore actually produced, and there is no current production of oil or gas or operations on the leased premises sufficient to keep this lease in force, this lease shall, nonetheless, remain in full force and effect, and it will be deemed that gas is being produced in paying quantities: as to a well so shut in, whether one or more, Lessee shall be obligated to payor tender to Lessor a royalty of ten dollars (\$10.00) per year per net royalty acre retained hereunder, the payment or tender to be due on or before the anniversary date of this lease next ensuing after the expiration of 120 days from the date the well is shut in and thereafter on the anniversary date of this lease during the period in which the well is continuously shut in; and this lease shall not terminate for a failure of Lessee to payor tender royalty pursuant to this provision, but Lessee shall be obligated to promptly pay Lessor the amount of the shut-in royalty due. If any payment made hereunder shall be erroneous in any regard (whether deposited in the wrong depository, paid to parties other than the ones entitled thereto as shown by Lessee's records, in an incorrect amount, or otherwise), this lease shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous payment or deposit be corrected within thirty (30) after receipt by Lessee of written notice from such Lessor of such error accompanied by and documents and other evidence necessary to enable Lessee to make prompt payment. The provisions of the forgoing "shut-in" gas well clause shall not limit the Lessee's implied duty to market gas producible from the premises.

7. In case said Lessor owns a less interest in the above-described land, other than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided shall be paid to said Lessor only in the proportion which his interest bears to the whole and undivided fee. However, such rental shall be increased at the

IN WITNESS WHEREOF, we sign the day and year first above written.

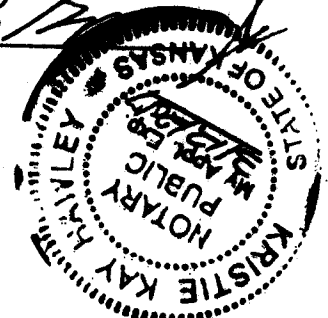
LESSOR:

By: *Albert B. Brimer Jr.*

Albert B. Brimer Jr.

STATE OF KANSAS )

COUNTY OF ) ss:



The foregoing instrument was acknowledged before me this 20 day of June, 2013, by Kristie Kay Hawley.

*Kristie Kay Hawley*  
NOTARY PUBLIC

My Appointment Expires:

3/12/2017

KCC WICHITA

MAY 15 2014

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