

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION OR SURFACE PIT PERMIT

Form T-1
April 2004
Form must be Typed
Form must be Signed
All blanks must be Filled

Check Applicable Boxes:

- ☒ Oil Lease: No. of Oil Wells 15 **
☐ 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-19,976
Entire Project: ☐ Yes ☐ No
Number of Injection Wells 6 **

Field Name: Erie

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

Effective Date of Transfer: March 1, 2009

KS Dept of Revenue Lease No.: 33181 114/49 MB

Lease Name: Max Roberts

_____ Sec. 30 Twp. 28 R. 20 ☒ E ☐ W

Legal Description of Lease: NW4, NE4, NE4, NW4 Less Rd

County: Neosho

Production Zone(s): Bartlesville

Injection Zone(s): Bartlesville

Surface Pit Permit No.: N/A
(API No. if Drill Pit, WO or Haul)

Type of Pit: ☐ Emergency ☐ Burn ☐ Settling ☐ Haul-Off ☐ Workover ☐ Drilling OK

Past Operator's License No. N/A new Lease

Past Operator's Name & Address: N/A

Landowner

Title: N/A Oil & Gas Lease Attached

Contact Person: N/A

Phone: N/A

Date: N/A

Signature: _____

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New Operator's License No. 33181/

New Operator's Name & Address: Jordan Wilson

414 SE Washington Blvd PMB 138

Bartlesville, OK 74006

Title: Owner

Contact Person: Jordan Wilson

Phone: 918-533-4888

Oil / Gas Purchaser: Pacer Energy

Date: August 5, 2009

Signature: Jordan Wilson

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # N/A 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.

Jordan Wilson is acknowledged as the
new operator and may continue to inject fluids as authorized by
Permit No. E-19,976. Recommended action:

None - Keep U3C's Current

Date: 9-28-09 Bubba Montgomery

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 9-28-09 PRODUCTION 9/28/09 UIC 9-28-09
Mail to: Past Operator 9-28-09 New Operator 9-28-09 District 9-28-09 3

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

030109_Max_Roberts_INJ.pdf

Must Be Filed For All Wells

KDOR Lease No.: 33184 114149* Lease Name: Max Roberts* Location: Sec 30 Twp 28 R 20, Erie, KS

Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)	Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
1	15-133-21018 ✓ Pre '67	4800 FEL Circle 400 FSL/FNL	Oil	Prod
2	15-133-21056-00-01 ✓ Pre '67	4880 FSL 550 FSL/FNL	Oil inj	Prod ^{MIT} AI 7/13/09
3	15-133-21071 ✓ Pre '67	4650 FSL 650 FSL/FNL	Oil	Prod
4	15-133-21072 ✓ Pre '67	4580 FSL 740 FSL/FNL	Oil	Prod
5	15-133-21140-01 ✓ Pre '67	4610 FSL 820 FSL/FNL	Oil inj	Shut In AI MIT 7/6/09
6	15-133-21123 ✓ Pre '67	4380 FSL 860 FSL/FNL	Oil	Shut In
7	15-133-21116 ✓ Pre '67	4570 FSL 200 FSL/FNL	Oil	Prod
8	15-133-21359 ✓ Pre '67	4500 FSL 230 FSL/FNL	Oil	Prod
9	15-133-21360 ✓ Pre '67	4460 FSL 280 FSL/FNL	Oil inj	Prod
10	15-133-21361 ✓ Pre '67	4815 FSL 800 FSL/FNL	Oil	Shut In
11	15-133-21377 ✓ Pre '67	4650 FSL 700 FSL/FNL	Oil	Prod
12	15-133-21422-00-01 ✓ Pre '67	4815 FSL 650 FSL/FNL	Inj	Prod AI MIT 6/4/09
13	15-133-21423-00-01 ✓ Pre '67	5115 FSL 650 FSL/FNL	Oil inj	Prod AI MIT 6/4/09
14	15-133-21826-00-01 ✓ Pre '67	4380 FSL 700 FSL/FNL	Oil inj	Prod AI MIT 7/6/09
15	15-133-21827 ✓ Pre '67	4500 FSL 750 FSL/FNL	Oil	Prod
19	15-133-25152-00-01 ✓ Pre '67	4770 FSL/FNL	Inj	AI MIT 7/6/09
		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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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.

OIL AND GAS LEASE



THIS AGREEMENT, Entered into this the

28th

day of

January

2009

between

MAN D Roberts + Betty L Roberts, 602 N Wood, Erie, KS 66533

hereinafter called lessor

and Jordan Wilson 5994 Palm Rd Neosho, MO 64850

hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of

Dollars (\$ _____),

in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted and leased and hereby grants, leases and lets unto the lessee for the purpose of mining and operating for and producing oil and gas, casinghead gas and casinghead gasoline, laying pipe lines, building tanks, storing oil, building power, steam, telephone lines and other structures thereon to produce, save, take care of and manufacture

all of such substances, and for housing and boarding employees, the following described tract of land in Neosho County, KS

County

to-wit:

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NW4 NE4 + NE4 NW4 LESS Rd
in Section 30 Township 28 Range 20E and containing 80 acres, more or less

2. This lease shall remain in force for a term ending 3 yrs, ending 1/28/2012, and as long thereafter as oil, gas, casinghead gas, casinghead gasoline, or any of them is produced.

3. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth 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. The lessee shall monthly pay lessor as royalty on gas marketed from each well where gas only is found, one-eighth (1/8) of the proceeds if sold at the well, or if marketed by lessee off the leased premises, then one-eighth (1/8) of its market value at the well. The lessee shall pay the lessor: (a) one-eighth (1/8) of the proceeds realized by the lessee from the sale of casinghead gas, produced from any oil well; (b) one-eighth (1/8) of the value, at the mouth of the well, computed at the prevailing market price, of the casinghead gas, produced from any oil well and used by lessee on the leased premises for any purpose or used on the leased premises by the lessee for purposes other than the development and operation thereof. Lessor shall have the privilege at his own risk and expense of using gas from any gas well on said land for stoves and inside lights in the principal dwelling located on the leased premises by making his own connections thereon.

Where gas from a well or wells, capable of producing gas only, is not sold or used for a period of one year, lessee shall pay or tender as royalty, an amount equal to the delay rental as provided in paragraph (5) hereof, payable annually at the end of each year during which such gas is not sold or used, and while said royalty is so paid or tendered this lease shall be held as a producing property under paragraph numbered two hereof.

5. Lessor will be responsible for fencing around pump jacks and tank batteries.
Lessor will be responsible for plugging any abandoned wells.
Lessor will be responsible for repairing and cleaning up any saltwater/oil leaks.

6. The lessee shall commence drilling operations for a period of one year. In like manner and upon like payments or draft of money or any substance thereof, made or delivered on or before the rental paying date. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

7. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced by the next ensuing rental paying date, or provided the lessee begins or resumes the payment of rentals in the manner and amount herein above provided; and in this event the preceding paragraphs hereof governing the payment of rentals and the manner and effect thereof shall continue in force.

8. In case 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 for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee.

9. The lessee shall have the right to use free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

10. As to the gas leasehold estate hereby granted (excluding casinghead gas produced from oil wells), lessee is expressly granted the right and privilege to consolidate said gas leasehold with any other adjacent or contiguous gas leasehold estates to form a consolidated gas leasehold estate which shall not exceed a total area of 640 acres; and in the event lessee exercises the right and privilege of consolidation, as herein granted, the consolidated gas leasehold estate shall be deemed, treated and operated in the same manner as though the entire consolidated leasehold estate were originally covered by and included in this lease, and all royalties which shall accrue on gas (excluding casinghead gas produced from oil wells), produced and marketed from the consolidated estate, including all royalties payable hereunder, shall be prorated and paid to the lessors of the various tracts included in the consolidated estate in the same proportion that the acreage of each said lessor bears to the total acreage of the consolidated estate, and a producing gas well on any portion of the consolidated estate shall operate to continue the oil and gas leasehold estate hereby granted so long as gas is produced therefrom.

11. 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 the heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof.

12. If the leased premises shall hereafter be owned in severalty or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each such separate owner bears to the entire leased acreage. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate accounting or receiving thereon. It is hereby agreed that, in the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owners of any such part or parts shall fail or make default in the payment of the proportionate part of the rent 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 land upon which the said lessee or any assignee hereof shall make due payment of said rentals. If at any time there be as many as four parties entitled to rentals or royalties, lessee may without payments thereof unless and until such parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties, and their respective successors in title.

13. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

14. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence drilling operations at any time while this lease is in force, this lease shall remain in force and its term shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

15. If, within the primary term of this lease, the well or wells on the leased premises, or on the consolidated gas leasehold estate, shall cease to be productive, this lease shall not terminate, provided operations for the drilling of a well on the leased premises, or on the consolidated gas leasehold estate, shall be commenced before or on the next ensuing rental payment date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. It is agreed, however, that the completion of a well producing or capable of producing gas, upon the premises hereinabove described

time while this lease is in force, this lease shall remain in force and its term shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

14. If, within the primary term of this lease, the well or wells on the leased premises, or on the consolidated gas leasehold estate, shall cease to be productive, this lease shall not terminate, provided operations for the drilling of a well on the leased premises, or on the consolidated gas leasehold estate, shall be commenced before or on the next ensuing rental payment date; or, provided lessee begins or resumes the payment of rentals in the manner and amount as provided. It is agreed, however, that the completion of a well producing or capable of producing gas, upon the property hereinabove described, and such property in a consolidation unit producing or capable of producing gas as provided by paragraph number 9 hereof, shall constitute the primary term of this lease with respect to the gas leasehold estate hereby granted. If, upon, or after the expiration of the primary term of this lease, the well or wells on the leased premises, or on the consolidated gas leasehold estate, shall be incapable of producing, this lease shall not terminate provided operations for the drilling of a well on the leased premises or on the consolidated gas leasehold estate within one hundred twenty (120) days from such expiration, and operations shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

15. It is understood and agreed by both lessor and lessee that this lease shall at all times and in all respects be subject to valid orders, rules and regulations of any duly constituted authority having jurisdiction of the subject matter hereof.

16. This lease and all its terms, conditions and stipulations shall extend to and be binding on all the heirs, grantees, administrators or assigns of said Lessor or Lessee.

* 3/116 Royalty instead of 1/8

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

Witness:

Max D. Roberts
Max D. Roberts

Jordan Wilson
Jordan Wilson

Betty L. Roberts
Betty L. Roberts

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STATE OF KANSAS, COUNTY OF NEOSHO, SS:

SUBSCRIBED AND SWORN TO before me on the 29th day of January, 2009, by Max D. Roberts and Betty L. Roberts, husband and wife, and Jordan Wilson.

Darlene Sears

Notary Public

Printed Name: Darlene Sears

My commission expires:

DARLENE SEARS
State Notary Public
Neosho County, Kansas
My Appointment Expires: August 20, 2009

STATE OF KANSAS, NEOSHO COUNTY, SS
GLENDIA K. TAYLOR, REGISTER OF DEEDS

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Pages Recorded: 2

Recording Fee: \$12.00

Date Recorded: 1/29/2009 12:25:00 PM



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