

Kansas Corporation Commission Oil & Gas Conservation Division Form T-1 July 2014 Form must be Typed Form must be Signed All blanks must be Filled

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

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act, MUST be submitted with this form.

Check Applicable Boxes:	MUST be submitted with this form.
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:
Gas Gathering System:	
Saltwater Disposal Well - Permit No.:	
Spot Location: feet from N /	Legal Description of Lease.
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells **	,
Field Name:	Production Zone(s):
** Side Two Must Be Completed.	Injection Zone(s):
Surface Pit Permit No.:  (API No. if Drill Pit, WO or Hat Type of Pit: Emergency Burn	feet from N / S Line of Section  feet from E / W Line of Section  Settling Haul-Off Workover Drilling
Past Operator's License No.	Contact Person:
Past Operator's Name & Address:	
	Date:
Title:	
New Operator's License No.	Contact Person:
New Operator's Name & Address:	Phone:
	Oil / Gas Purchaser:
	 Date:
Title:	
	ransfer of injection authorization, surface pit permit # has beer cansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation rship interest in the above injection well(s) or pit permit.
is a	acknowledged as is acknowledged as
the new operator and may continue to inject fluids a	as authorized by the new operator of the above named lease containing the surface pi
Permit No.: Recommended action:	permitted by No.:
Date:	
Authorized Signature	
DISTRICT EPR	PRODUCTION UIC





#### Must Be Filed For All Wells

KDOR Lease	No.:		_		
* Lease Name: _			* Location:		
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)
		Circle 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		
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		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNI	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.





#### Must Be Filed For All Wells

KDOR Lease	No.:		_		
* Lease Name: _			* Location:		
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)
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		FSL/FNL	FEL/FWL		
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* Lease Name: _			* Location:		
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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.



# KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

1367763

Form KSONA-1
July 2014
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: C-1 (Intent) CB	-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	
Address 1:	County:
Address 2:	Lease Name: Well #:
City:	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:	_
the KCC with a plat showing the predicted locations of lease roads, a	thodic Protection Borehole Intent), you must supply the surface owners and tank batteries, pipelines, and electrical lines. The locations shown on the plat d on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
<ul> <li>□ I certify that, pursuant to the Kansas Surface Owner Notice owner(s) of the land upon which the subject well is or will be CP-1 that I am filing in connection with this form; 2) if the form; and 3) my operator name, address, phone number, factoric land the surface owner(s).</li> <li>□ I have not provided this information to the surface owner(s). KCC will be required to send this information to the surface.</li> </ul>	I acknowledge that, because I have not provided this information, the e owner(s). To mitigate the additional cost of the KCC performing this ess of the surface owner by filling out the top section of this form and
If choosing the second option, submit payment of the \$30.00 handle form and the associated Form C-1, Form CB-1, Form T-1, or Form C	ling fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.
I hereby certify that the statements made herein are true and correct	
Date: Signature of Operator or Agent:	Title:

# ASSIGNMENT OF OIL AND GAS LEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Mormeg, LLC, a Kansas limited liability company and Johnathan L. Haas, a single person, hereinafter called "Assignor," for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does grant, bargain, sell convey, transfer, assign and deliver all of Assignor's right, title, working interest and overriding royalty interest to:

Mid-Con Drilling, LLC, a Kansas limited liability company 1330 Avenue of the Americas, Suite 23A New York, NY 10019 an undivided 90% of Assignor's Interest

Mormeg, LLC a Kansas limited liability company 10551 Barkley St # 307 Overland Park, KS 66212

an undivided 10% of Assignor's Interest

hereinafter called "Assignee", its successors and assigns, in and to the following oil and gas leases and personal property:

- (A) The Oil and Gas Leases described on Exhibit A and the leasehold estate and right, privileges and interests created by said leases subject to all the terms and conditions of said oil and gas lease and extensions thereof (collectively, the "Leases"); AND
- (B) All equipment, wells, structures and personal property, to include fixtures and improvements, currently located on the Leases described above in paragraph (A), and used or useable in connection with oil and gas exploration, production, treatment, storage and marketing activities together with all rights incident thereto and all easements, permits, rights of way, surface fees, surface leases, servitudes and agreements related thereto, all tenements, hereditaments and appurtenances to the Leases, and all files and records pertaining to the same, including but not limited to drilling data, electric logs, lease files, land files, well files, division order files, geophysical data, studies, evaluations, projections, reports, appraisals, valuations, maps, regulatory files and records (collectively, the "Personal Property").

The Leases and Personal Property are collectively referred to as the "Assigned Property."

#### **ASSIGNMENT TERMS:**

1. GENERAL WARRANTY. Assignor makes this Assignment with general warranty. Assignee accepts the Assigned Property with general warranty by Assignor that nothing has encumbered the title to the same and that any encumbrances held by Assignor are hereby assigned to Assignee. The Net Revenue Interest (N.R.I.) listed on

Exhibit A are for the purpose of warranting certain ownership interests, this is an assignment of all of Assignor's right title and working and overriding royalty interest in said leases notwithstanding the N.R.I. interest listed in Exhibit A. Assignor warrants that it has good merchantable title to the Assigned Property free and clear of all liens and encumbrances

- 2. MERGER OF OVERRIDING ROYALTY. In the event the interest assigned herein consists partly of overriding royalty interest and partly of working interest. It is the intention of the Parties that any overriding royalty interest in and to the Leases which burdens the working interest assigned hereon be merged back into the working interests and lose its status as an overriding royalty interest immediately upon the receipt of said interest by Assignee. Therefore, Assignee will be the owner of all of the working interest in and to the Leases, without any overriding royalty interest burdening said working interest. Provided however that all overriding royalty interests assigned hereto burdening any working interest which is not assigned herein shall not be merged with the working interest and shall retain its status as overriding royalty.
- 3. TRANSFER OF RIGHTS. To the extent transferable, Assignee is hereby granted the right of full substitution and subrogation in and to any and all rights and warranties-which-Assignor has-or may-have-with respect to the Assigned Property conveyed herein of which Assignor has or may have against any and all preceding owners, vendors or warrantors. The Assigned Property shall include all right, title and interest which Assignor may have in and to the Leases, including but not limited to, leasehold interests, rights of assignment or reassignment, overriding royalties, contractual rights, regulatory authorities and permits or licenses, easements and rights-of-way.
- 4. FURTHER ASSURANCES. The parties agree to execute, acknowledge and deliver such other and further instruments or documents, and to take such other and further actions as may be reasonably necessary to carry out the provisions of this Assignment.
- 5. EFFECTIVE DATE. This Conveyance shall be effective as of September 1, 2017, at 12:01 a.m., Central Standard Time.

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignee herein, its successors, personal representatives, administrators, executors and assigns forever.

MORMEG, LLC:

Mark Haas

Managing Member

JOHNATIAN LAH

Johnathan L. Haas

an Individual

STATE OF KANSAS COUNTY OF FRANKLIN, ss:
This instrument was acknowledged before me on the 8 day of September, 2017, by Mark Haas as managing member of Mormeg, LLC, a Kansas limited liability company.  NOTARY PUBLIC - State of Kansas   NOTARY PUBLIC -
STATE OF KANSAS COUNTY OF FRANKLIX , ss;
This instrument was acknowledged before me on the

# Exhibit "A" Description of Leases

**Zastrow Lease** 

Date:

March 20, 1980

Recorded:

Book 12, Page 41

Lessor:

Jerry Zastrow and Elizabeth Zastrow

Lessee:

Rantoul Energy Corp.

Description:

The South Half (S/2) of the Southeast Quarter (SE/4) of Section Four (4),

Township Twenty (20), Range Twenty (20);

The East Half (E/2 of the Northwest Quarter (NW/4) of Section Eighteen (18), Township Twenty (20), Range Twenty-one (21) except that part of said tract

lying Northeast of public road number 469;

The West Half (W/2) of the Northwest Quarter (NW/4) of Section Thirteen (13) and all that part of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) lying North and East of the county road as now laid out in Section Thirteen (13), Township Twenty (20), Range Twenty (20);

The North Half (N/2) of the Northeast Quarter (NE/4) of Section Nine (9), Township Twenty (20), Range Twenty (20);

The East Half (E/2) of the Northeast Quarter (NE/4) less one and one-half (1½) acres in the Southeast corner and one-half (1/2) acres in the Southwest corner in Section Fourteen (14), Township Twenty (2), Range Twenty (20);

Containing 401 acres, more or less

Warranted NRI: 87.5%

#### Gene Benjamin Lease

Date:

August 5, 1981

Recorded:

Book 13 O&G, Page 60

Lessor:

Gene Benjamin, a single man

Lessee:

M. J. Kent

Description:

The North Fraction Half (Nfr/2) of Northwest Fractional Quarter (NWfr/4) of

Section Two (2), Township Twenty-one (21), Range Nineteen (19), Anderson

County, Kansas, containing 145 acres, more or less.

Warranted NRI: 82.8125%

<u>Allen Benjamin Lease</u>

Date:

March 1, 1980

Recorded:

Book 12 O&G, Page 138

Lessor:

Alice Benjamin, a single person

Lessee:

Kent Drilling Company

Description:

The South Half (S/2) of the Northeast Quarter (NE/4) and South Half (S/2) of

the Northwest Quarter (NW/4) of Section Two (2), Township Twenty-one

(21), Range Nineteen (19), Anderson County, Kansas.

Warranted NRI: 87.5%

#### **Howard Benjamin Lease**

Date:

September 14, 2004

Recorded:

Book 20 O&G, Page 108

Lessor:

John B. Wolken and Fern C. Wolken, husband and wife, Thomas L. Tush and

Janice L. Tush, husband and wife; Julie L. Wright, a single person; and Gary

D. Benjamin and Linda Benjamin, husband and wife

Lessee:

Roger Kent, d/b/a RJ Enterprises

Description:

The Southwest Quarter (SW/4) of Section Two (2), Township Twenty one

(21), Range Nineteen (19);

The Southeast Quarter (SE/4) of Section Three (3), Township Twenty-one

(21), Range Nineteen (19); and

The East Half of the Southwest Quarter (E/2 SW/4) of Section Three (3),

Township Twenty-one (21), Range Nineteen (19)

Warranted NRI: 87.5%

#### Exhibit A

#### Contract Area and Other Information

Attached to and made part of the Joint Operating Agreement (the "Agreement") by and between <u>S & B Operating, LLC</u> ("Operator") and the signatory party or parties other than Operator, sometimes hereinafter referred to individually as "Non-Operator" and collectively as "Non-Operators".

(1) Description of lands subject to this agreement:

Zastrow Lease, Section 4, Township 20, Range 20; Section 18, Township 20, Range 21; Section 13, Township 20, Range 20, Section 9, Township 20, Range 20

The S/2 of the SE/4 of Section 4, Township 20, Range 20; the E/2 of the NW/4 of Section 18, Township 20, Range 21; the W/2 of the NW/4 of Section 13 and all that part of the NE/4 of the NW/4 lying north and east of the county road as now laid out in Section 13, Township 20, Range 20; the N/2 of the NE/4 of Section 9, Township 20, Range 20 and the E/2 of the NE/4 less 1-1/2 acres in the SE corner and ½ acre in the SW corner of Section 14, Township 20, Range 20, containing 401 acres, more or less, all in Anderson County, Kansas

- (2) Restrictions, if any, as to depths, formations, or substances: None
- (3) Parties to agreement with addresses and telephone numbers for notice purposes:

S & B Operating, LLC 6340 Glenwood Street, Suite 103 Overland Park, KS 66202 Contact: George L. Shuck

Phone: 913-871-3500

Email: gshuck@kansasred.com

Mid-Con Drilling, LLC c/o Viking Energy Group, Inc. 1330 Avenue of the Americas, Suite 23A New York, NY 10019 Contact: James Doris

Phone: 613-246-1919

Email: idoris@vikingenergygroup.com

MorMeg, LLC 10551 Barkley Street, Suite 307 Overland Park, KS 66212 Contact: Mark Haas Phone: 913-499-8373

Email: mark@haaspetroleum.com

(4) Percentages or fractional interests of parties to this agreement:

 WI %
 NRI %

 Mid-Con Drilling, LLC
 90.000%
 78.75%

 MorMeg, LLC
 10.000%
 8.75%

(5) (a) Oil and Gas Leases Subject To this Agreement:

Zastrow Lease

Date: March 20, 1980

Recorded: Book 12, Page 41 in the office of the Register of Deeds of Anderson County, KS

Lessor: Jerry Zastrow and Elizabeth Zastrow

Lessee: Rantoul Energy Corp.

- (b) Interests Contributed by the Parties: None
- (6) <u>Burdens on production</u>: None

IN WITNESS WHEREOF, this agreement shall be effective as of the 11th day of September, 2017.

# ZASTROW LEASE

OPERATOR:
S & B Operating, LLC, a Nevada limited liability company By: Kansas Resource Development Company, its Manager
1/
By:
Bradley R. Kramer, Chief Operating Officer
Date: 09/18/17
NON-OPERATORS:
Mid-Con Drilling, U.C.
By:
Date:
MorMeg, LLC
Ву:
Date:

IN WITNESS WHEREOF, this agreement shall be effective as of the 11th day of September, 2017.

ZASTROW LEASE
OPERATOR:
S & B Operating, LLC, a Nevada limited liability company By: Kansas Resource Development Company, its Manager
By:
By:Bradley R. Kramer, Chief Operating Officer
Date:
NON-OPERATORS:
Mid-Con Drilling, LLC
By:
12000
MarMeg, LLC
Ву:
Date:

IN WITNESS WHEREOF, this agreement shall be effective as of the 11th day of September, 2017.

ZASTROW LEASE
OPERATOR:
S & B Operating, LLC, a Nevada limited liability company By: Kansas Resource Development Company, its Manager
By:Bradley R, Kramer, Chief Operating Officer
Dianie, Chief opening
Date:
NON-OPERATORS:
Mid-Con Drilling, LLC
Ву:
Date:
MorMeg, 1.l.C
By:
Date: 9-11 *17

#### **AFFIDAVIT**

## **STATE OF KANSAS**

## **COUNTY OF JOHNSON**

The undersigned, Mark Haas, being duly sworn hereby deposes and says:

Mor Meg, LLC is wholly owned by Mark L. Haas

Mor Meg, LLC is the entity that purchases and holds oil and gas leases

I declare that to the best of my knowledge and belief the affirmation herein is true, correct and complete

Executed this 3 of Joseph 2017

Mark L. Haas, Owner:

# **NOTARY ACKNOWLEDGEMENT**

STATE OF KANSAS, COUNTY OF JOHNSON

NOTARY PUBLIC:

MY COMMISSION EXPIRES: 1 8

MORGAN HAAS Notary Public State of Kansas

My Commission Expires 1/9

#### **AFFIDAVIT**

## **STATE OF KANSAS**

#### **COUNTY OF JOHNSON**

The undersigned, Mark Haas, being duly sworn hereby deposes and says:

Haas Petroleum, LLC is wholly owned by Mark L. Haas;

Haas Petroleum, LLC is a licensed operator in the State of Kansas

Haas Petroleum, LLC operates the oil and gas leases on behalf of Mor Meg, LLC

I declare that to the best of my knowledge and belief the affirmation herein is true, correct and complete

Executed this 31 of Sells

2017

Mark L. Haas, Owner:

## NOTARY ACKNOWLEDGEMENT

STATE OF KANSAS, COUNTY OF JOHNSON

**NOTARY PUBLIC:** 

MY COMMISSION EXPIRES:\_

MORGAN HAAS Notary Public State of Kansas

State of Kansas

ly Commission Expires <u>1 [4] 20] (</u>