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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 \_\_\_\_\_ \*\*
- 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: \_\_\_\_\_

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

Effective Date of Transfer: \_\_\_\_\_

KS Dept of Revenue Lease No.: \_\_\_\_\_

Lease Name: \_\_\_\_\_

\_\_\_\_\_ Sec. \_\_\_\_\_ Twp. \_\_\_\_\_ R.  E  W

Legal Description of Lease: \_\_\_\_\_

County: \_\_\_\_\_

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

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

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

Past Operator's Name & Address: \_\_\_\_\_

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

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

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

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

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

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

New Operator's Name & Address: \_\_\_\_\_

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

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

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

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

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  
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 \_\_\_\_\_ PRODUCTION \_\_\_\_\_ UIC \_\_\_\_\_



1368221

**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		
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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.



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### 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 # \_\_\_\_\_  
Name: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_  
Email Address: \_\_\_\_\_

Well Location:  
\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Sec. \_\_\_\_ Twp. \_\_\_\_ S. R. \_\_\_\_  East  West  
County: \_\_\_\_\_  
Lease Name: \_\_\_\_\_ Well #: \_\_\_\_\_

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

**Surface Owner Information:**

Name: \_\_\_\_\_  
Address 1: \_\_\_\_\_  
Address 2: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ + \_\_\_\_\_

*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: \_\_\_\_\_ Signature of Operator or Agent: \_\_\_\_\_ Title: \_\_\_\_\_

PHOTOCOPIED

20160533  
STATE OF KANSAS, COMANCHE COUNTY  
This instrument was filed for Record on  
10/12/2016 at 2:15 PM and duly recorded  
Book 133 Page 857 Fees \$70.00  
Guyneth Snyder, Register of Deeds<sup>hp</sup>

**ASSIGNMENT AND CONVEYANCE**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, **HERMAN L. LOEB LLC**, an Illinois limited liability company, P.O. Box 838, Lawrenceville, IL 62439, as Assignor, hereby sells, assigns, and transfers to **EVERGLOW ENERGY, L.L.C.**, 6908 NW 112th Street, Oklahoma City, OK 73162, as Assignee, all of its right, title, and interest in and to the Oil and Gas Leases in Comanche County, Kansas, described on Exhibit 'A', attached hereto, together with all related properties, wells, equipment, fixtures and improvements located thereon (hereinafter, with the Leases, collectively called the "Assets"), and rights incident thereto or used or obtained in connection with the development and operation thereof;

**EXCEPTING AND RESERVING**, however, unto Assignor the Reserved Overriding Royalty Interests as shown on Exhibit 'A'. The Reserved Overriding Royalty Interests herein reserved shall be free and clear to Assignor of and from any and all costs and expenses of development, operation and exploration and any transportation charges or other marketing costs, if any, excepting taxes that may be levied or assessed against said overriding royalty interests.

**To have and to hold** unto Assignee, its successors and assigns, forever. This assignment is made without covenants of warranty of title, either express or implied, but is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect of the interests assigned hereunder.

ASSIGNOR ASSIGNS THE ASSETS "AS IS", AND ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF QUANTITY, QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, SAFETY OF EQUIPMENT, OR COVENANTS OF WARRANTY OF TITLE TO ANY OF THE ASSETS, OR COMPLIANCE WITH GOVERNMENTAL REGULATIONS RELATED THERETO OR OTHERWISE. Assignee accepts the Oil and Gas Leases and all wells, equipment, and other property in their present condition, "as is," and Assignor disclaims all warranties, express and implied, including warranties of fitness and merchantability. Assignee assumes all obligations and responsibilities under the aforementioned oil and gas leases and all legal and regulatory obligations and responsibilities with respect to operations, including the plugging of wells, and accepts title to the Assets subject to all agreements, declarations, restrictions, encumbrances, and clouds, if any, of record.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment the year and date set forth in the acknowledgments below, but is effective as of the Effective Date.

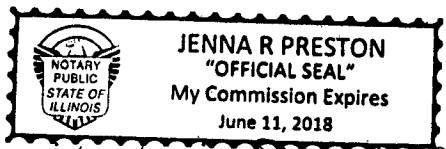
Effective Date: October 1, 2016.

HERMAN L. LOEB LLC, an Illinois limited liability company

By *Janette D. Loeb*  
Janette D. Loeb, as Manager

STATE OF ILLINOIS )  
 ) ss:  
COUNTY OF LAWRENCE )

This instrument was acknowledged before me on this 30<sup>th</sup> day of September, 2016, by Janette D. Loeb, Manager of HERMAN L. LOEB LLC, an Illinois limited liability company.



*Jenna R. Preston*  
Notary Public

My appointment expires: *June 11, 2018* Printed Name: *Jenna R. Preston*

EVERGLOW ENERGY, L.L.C.

By *Thomas P. Castelli*  
Thomas P. Castelli, as General Manager

STATE OF OKLAHOMA )  
 ) ss:  
COUNTY OF *Oklahoma* )

This instrument was acknowledged before me on this 28<sup>th</sup> day of September, 2016, by Thomas P. Castelli, as General Manager of EVERGLOW ENERGY, L.L.C.

*Tisha L. Love*  
Notary Public

My appointment expires: *1/28/20* Printed Name: *Tisha L. Love*



**EXHIBIT 'A'**

Attached to and made part of that Assignment and Conveyance dated Effective October 1, 2016  
between Herman L. Loeb LLC (Assignor) and Everglow Energy, L.L.C. (Assignee).

**Comanche County, Kansas**

<u>Gregg 'C' Unit</u>						
<u>Lessor</u>	<u>Lessee</u>	<u>Date</u>	<u>Recorded (Book/Page)</u>		<u>Legal Description</u>	
Muriel Gregg, et al.	TXO Production Corporation	5/20/85	64	123	NE/4 Sec. 26-T32S-R17W.	
Alberta Callahan	TXO Production Corporation	7/18/85	64	433	NE/4 Sec. 26-T32S-R17W.	
Muriel Gregg, et al.	TXO Production Corporation	5/20/85	64	127	NW/4 Sec. 26-T32S-R17W.	
Alberta Callahan	TXO Production Corporation	7/18/85	64	430	NW/4 Sec. 26-T32S-R17W.	
<u>Well Name</u>	<u>API #</u>	<u>Location (S/T/R)</u>			<u>GW</u>	<u>NRI</u>
Gregg 'C' #1	15-033-20686-00	26	32S	17W	100%	87.5%
<b>Reserved Overriding Royalty Interest: None.</b>						

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**Comanche County, Kansas**

<u>Gregg Unit</u>						
<u>Lessor</u>	<u>Lessee</u>	<u>Date</u>	<u>Recorded (Book/Page)</u>		<u>Legal Description</u>	
Muriel Gregg, et al.	Hobart McMillen	7/18/56	17	551	INSOFAR AND ONLY INSOFAR as said lease covers the N/2 SW/4 Sec. 6-T33S-R16W.	
Muriel Gregg, et al.	Hobart McMillen	7/18/56	17	554	INSOFAR AND ONLY INSOFAR as said lease covers the SE/4 and the E/2 SW/4 and the NW/4 SW/4 Sec. 1-T33S-R17W.	
C. S. Thomas, et ux.	Continental Oil Company	1/16/62	22	159	S/2 SW/4 Sec. 6-T33S-R16W.	
C. S. Thomas, et ux.	Shell Oil Company	8/6/65	27	446	Lot One and the NE/4 NW/4 (sometimes referred to as being the N/2 NW/4) Sec. 7-T33S-R16W.	
<u>Well Name</u>	<u>API #</u>	<u>Location (S/T/R)</u>			<u>GW</u>	<u>NRI</u>
Gregg #1-12	15-033-30063-00	12	33S	17W	57.34329%	50.175380%
<p><b>Joint Operating Agreement:</b> The Gregg Unit Leases identified above are subject to the terms of an Operating Agreement dated December 14, 1965, between Shell Oil Company, as operator, and Herbert Seydler, R. D. Ricketts, and Bank of the Southwest National Association, as Independent Executors of the Estate of Raymond Clinton Fish, et al. ("Operating Agreement"), for the joint operation of the following described unit area ("Unit Area"):</p> <p>The Southeast Quarter (SE/4) of Section One (1) and the Northeast Quarter (NE/4) of Section Twelve (12), Township Thirty-three (33) South, Range Seventeen (17) West; and Lots Six (6) and Seven (7) and the East Half of the Southwest Quarter (E/2 SW/4) of Section Six (6), and Lots One (1) and Two (2) and the East Half of the Northwest Quarter (E/2 NW/4) of Section Seven (7), Township Thirty-three (33) South, Range Sixteen (16) West, Comanche County, Kansas.</p> <p><b>Reserved Overriding Royalty Interest:</b> The Reserved Overriding Royalty Interest in the foregoing Gregg Unit Leases (whether or not included in the Unit Area) means an overriding royalty interest equal to the difference between 18.5% and the sum of all existing burdens (including landowner royalties) in each such Lease. In the event Assignor hereby assigns less than 100% of the working interest in any Gregg Unit Lease the Reserved Overriding Royalty Interest in such Lease shall be proportionately reduced. It is the intent of Assignor to assign to Assignee a net revenue interest of 81.5% in the foregoing Gregg Unit Leases, proportionately reduced to the extent Assignor owns less than 100% of the working interest therein. Notwithstanding the foregoing, with respect to the parts of the foregoing Gregg Unit Leases that are subject to the Operating Agreement, so long as the Operating Agreement remains in effect (as it may be amended, extended, or renewed), the Reserved Overriding Royalty Interest means, with respect to all production from the Unit Area (whether production occurs from the Leases or from other parts of the Unit Area), the difference between 18.5% and the sum of all existing burdens (including landowner royalties) times Assignor's percentage or fractional interest of ownership in and costs of production from the Unit Area (and referred to in the Operating Agreement as the "Percentage Interest").</p>						

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**Comanche County, Kansas**

<u>Dove 'A' Lease</u>						
<u>Lessor</u>	<u>Lessee</u>	<u>Date</u>	<u>Recorded (Book/Page)</u>		<u>Legal Description</u>	
Doris York Dove, et vir.	Cities Service Oil Company	3/12/75	39	170	<b>INSOFAR AND ONLY INSOFAR</b> as said lease covers the NW/4 Sec. 22-T32S-R17W and SW/4 Sec. 15-T32S-R17W, less and except a tract of land more fully described in said lease.	
<u>Well Name</u>	<u>API #</u>	<u>Location (S/T/R)</u>			<u>GW</u>	<u>NRI</u>
Dove 'A' #1	15-033-20237-00	22	32S	17W	100%	87.5%
<b><u>Reserved Overriding Royalty Interest:</u></b> The Reserved Overriding Royalty Interest with respect to the above-described Dove 'A' Lease means an overriding royalty interest equal to the difference between 18.5% and the sum of all existing burdens (including landowner royalties) in such Lease. In the event Assignor hereby assigns less than 100% of the working interest in said Lease the Reserved Overriding Royalty Interest shall be proportionately reduced. It is the intent of Assignor to assign to Assignee a net revenue interest of 81.5% in the foregoing Dove 'A' Lease, proportionately reduced to the extent Assignor owns less than 100% of the working interest therein.						

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**Comanche County, Kansas**

<b><u>Belcher 'B' (SWD)</u></b>						
<b><u>Lessor</u></b>	<b><u>Lessee</u></b>	<b><u>Date</u></b>	<b><u>Recorded (Book/Page)</u></b>		<b><u>Legal Description</u></b>	
Marvin M. Belcher	Marathon Oil Company	8/3/92	80	93	Saltwater Disposal Agreement covering a tract of land in the form of a square, being 100' by 100' around the Belcher 'B' #1 SWD well, located in the SW/4 SE/4 Sec. 16-T32S-R17W, Comanche Co., KS, comprising 0.23 acres, more or less.	
<b><u>Well Name</u></b>	<b><u>API #</u></b>	<b><u>Location (S/T/R)</u></b>			<b><u>GW</u></b>	<b><u>NRI</u></b>
Belcher 'B' #1	15-033-20253-01	16	32S	17W	100%	N/A
<b>Reserved Overriding Royalty Interest: None.</b>						

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