

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:

- 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: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

Oil / Gas Purchaser: _____

Date: _____

Title: _____

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 _____

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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: _____

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WOODSON COUNTY REGISTER OF DEEDS

Book: S99 Page: 66

Pages Recorded 8

Recording Fee: \$106.00

Date Recorded: 1/2/2019 1:25:00 PM

✓✓



BOOK: 74 PAGE: 220-225

DOC NUMBER: 2019-0011

**ASSIGNMENT OF OIL AND GAS LEASE
AND BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that PCR HOLDINGS, LLC, a Delaware limited liability company, with an address of 4040 Broadway Suite 508, San Antonio, TX 78209, 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 unto LAYMON OIL II, LLC, a Kansas limited liability company with an address of 1998 Squirrel Road, Neosho Falls, Kansas 66758, 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 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. SPECIAL WARRANTY. Assignor warrants the title to the Leases against defects, liens, and encumbrances (a) noted in, and arising from and after the date stated in paragraph 1 of Attachment "A" to, the John C. Chappell drilling title opinion letters in 2008 as to the oil and gas leases identified therein; (b) noted in, and arising from and after July 26, 2011 as to, the oil and gas leases described in the August 1, 2011 lease opinion letter of The Law Office of Morris Laing Evans Brock & Kennedy; and (c) arising by, through or under Assignor. For clarity, the warranties made by Assignor herein shall include warranties against the defects, liens and encumbrances noted in the 2008 Chappell drilling opinion letters and the 2011 Morris Laing lease opinion letter. Any claim against Assignor for breach of the special warranty of title herein shall be filed with the court on or before December 31, 2019 or such claim shall be deemed waived. All

other representations and warranties of any kind whether express or implied, including implied warranties of fitness for a particular purpose and of merchantability are hereby disclaimed.

2. MERGER OF OVERRIDING ROYALTY. 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 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.

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 January 1, 2019, at 7:00 a.m., central standard time.

6. JOINT OPERATING AGREEMENT. This Conveyance is subject to that certain Joint Operating Agreement Dated June 30, 2018, between Haas Petroleum, LLC as operator and Pass Creek Resources, LLC and MorMeg, LLC as non-operators, an is made without prejudice to the rights of the other parties to such agreement.

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.

PCR HOLDINGS, LLC

by [Signature]
Robert G. Watson, Jr., CEO

STATE OF Texas, COUNTY OF Bexar, ss:

This instrument was acknowledged before me on the 31 day of December, 2018, by Robert G. Watson, Jr., as CEO of PCR HOLDINGS, LLC, a Delaware limited liability company.

[Signature]
Notary Public

Appointment/Commission Expires: 10/9/22

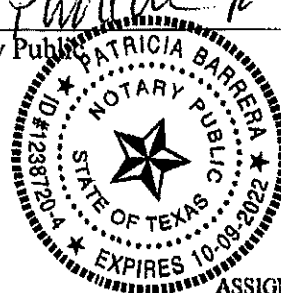


EXHIBIT 'A'

Dalton: Oil and Gas Lease dated September 8, 1952 from Lela Dalton, a single person, lessor, to W. Reese Dillard and K.C. Scanlon, lessees, recorded September 8, 1952 in Book 19, Page 358, insofar as said lease covers the following land:

East Half (E/2) of Section Twenty-Two (22), Township Twenty-Four (24) South, Range Thirteen (13) East of the 6th P.M., in **Greenwood County, Kansas.**

Dye: Oil and Gas Lease dated November 27, 1916 from James Dye, a single person, lessor, to Sperry Oil and Gas Company, lessee, recorded December 14, 1916 in Book J Misc., Page 194, insofar as said lease covers the following land:

Southwest Quarter (SW/4) of Section Seven (7), Township Twenty-four (24) South, Range Fourteen (14) East of the 6th P.M.; and East Half of the East Half (E/2 E/2) of Section Twelve (12), Township Twenty-four (24) South, Range Thirteen (13) East of the 6th P.M., all in **Woodson County, Kansas.**

East Kimbell: Oil and Gas Lease dated May 23, 1951 from Dick Kimbell and Dorothy Kimbell, husband and wife, lessors, to W. Reese Dillard and J. C. Scanlon, lessees, recorded August 16, 1951 in Book 23 Misc., Page 441, insofar as said lease covers the following land:

South Half of the Southwest Quarter (S/2 SW/4), Southwest Quarter of the Southeast Quarter (SW/4 SE/4), and West Half of the Southeast Quarter of the Southeast Quarter (W/2 SE/4 SE/4), all in Section Fourteen (14), Township Twenty-four (24) South, Range Thirteen (13) East of the 6th P.M., and North Half of the Northwest Quarter (N/2 NW/4) and Northwest Quarter of the Northeast Quarter (NW/4 NE/4), all in Section Twenty-three (23), Township Twenty-four (24) South, Range Thirteen (13) East of the 6th P.M.; in **Woodson County, Kansas.**

E. R. Kimbell: Oil and Gas Lease dated October 30, 1916 from E. R. Kimbell and L. B. Kimbell, husband and wife, lessors, to E. I. Newblock, lessee, recorded February 6, 1917 in Book J Misc., Page 414, insofar as said lease covers the following land:

North Half of the Southwest Quarter (N/2 SW/4) of Section Eighteen (18), Township Twenty-four (24) South, Range Fourteen (14) East of the 6th P.M., in **Woodson County, Kansas.**

E. R. Kimbell H.O.: Oil and Gas Lease dated January 3, 1920 from E. R. Kimbell and Lulu B. Kimbell, husband and wife, lessors, to The Eclipse Oil Company, lessee, recorded January 13, 1920 in Book P Misc., Page 158, insofar as said lease covers the following land:

Northwest Quarter (NW/4) of Section Eighteen (18), Township Twenty-four (24) South, Range Fourteen (14) East of the 6th P.M., in **Woodson County, Kansas.**

Estes: Oil and Gas Lease dated November 8, 1920, from The Fee Title Oil Company, lessor, to Theta Oil Company, lessee, recorded November 12, 1920 in Book Q Misc., Page 364, insofar as said lease covers the following land:

South Half of the Northwest Quarter (S/2 NW/4) of Section Seven (7), Township

Twenty- four (24) South, Range Fourteen (14) East of the 6th P.M., in **Woodson County, Kansas.**

North Knox: Oil and Gas Lease dated February 3, 1954 from Mildred Knox and Robert Knox, husband and wife, lessors, to Robert Winterscheid and Carolyn Winterscheid, lessees, recorded February 10, 1954 in Book 27 Misc., Page 1, insofar as said lease covers the following land:

North Half (N/2) of Section Thirteen (13), Township Twenty-four (24) South, Range Thirteen (13) East of the 6th P.M., in **Woodson County, Kansas.**

Rhea A: Oil and Gas Lease dated March 15, 1916 from R. W. Rhea and Ina Rhea, husband and wife, lessors, to A.C. Teter, lessee, recorded at Misc. Book I, Page 345, insofar as said lease covers the following land:

The Southeast Quarter (SE/4) of Section Thirteen (13), Township Twenty-four (24) South, Range Thirteen (13) East of the 6th P.M., in **Woodson County, Kansas.**

Old Rhea: Oil and Gas Lease dated February 13, 1964 from Robert P. Rhea and Betty Rhea, husband and wife, lessors, to R. E. French, lessee, recorded February 18, 1964 in Book 27 Misc., Page 108, insofar as said lease covers the following land:

West Half (W/2) of Section Twenty-four (24), Township Twenty-four (24) South, Range Thirteen (13) East of the 6th P.M., in **Woodson County, Kansas.**

Rhea (1): Oil and Gas Lease dated December 15, 1919 from R. W. Rhea and Ina Rhea, husband and wife, lessors, to William P. Williams, Trustee, lessee, recorded January 3, 1920 in Book P Misc., Page 141, insofar as said lease covers the following land:

East Half of the Southwest Quarter (E/2 SW/4) of Section Thirteen (13), Township Twenty-four (24) South, Range Thirteen (13) East of the 6th P.M., in **Woodson County, Kansas.**

Rhea (2): Oil and Gas Lease dated May 16, 1921 from R. W. Rhea and Ina Rhea, husband and wife, lessors, to H. Hatfield, lessee, recorded May 17, 1921 in Book R Misc., Page 208, insofar as said lease covers the following land:

West Half of the Southwest Quarter (W/2 SW/4) of Section Thirteen (13), Township Twenty-four (24) South, Range Thirteen (13) East of the 6th P.M., in **Woodson County, Kansas.**

Smith – Jobses (1): Oil and Gas Lease dated October 25, 1919 from B. Howard Smith, a single person, Harry C. Jobses and Susan S. Jobses, husband and wife, and C. S. and Alma G. Jobses, lessors, to W. Spencer, lessee, recorded December 12, 1919 in Book P Misc., Page 97, insofar as said lease covers the following land:

Northwest Quarter of the Northwest Quarter (NW/4 NW/4) of Section Seven (7). Township Twenty-four (24) South, Township Fourteen (14) East of the 6th P.M., in **Woodson County, Kansas.**

Smith – Jobes (2): Oil and Gas Lease dated April 23, 1920 from B. Howard Smith, a single person, Harry C. Jobes and Susan S. Jobes, husband and wife, and C. S. and Alma G. Jobes, lessors, to W. Spencer, lessee, recorded April 26, 1920 in Book P Misc., Page 450, insofar as said lease covers the following land:

Northeast Quarter of the Northwest Quarter (NE/4 NW/4) of Section Seven (7), Township Twenty- four (24) South, Township Fourteen (14) East of the 6th P.M., in **Woodson County, Kansas.**

Arnold: Oil and Gas Lease from W. R. Richard, Administrator of the Estate of Rhoda Arnold, Deceased, Lessor, to W. F. Braden and C. A. Aikman, Lessees, dated July 15, 1937, recorded August 3, 1937 in Book 9, Page 584, covering the following-described real property located in **Woodson County, Kansas:**

The Northeast Quarter (NE/4) of Section 35, Township 23 South, Range 14 East

Bob Edwards #1: Oil and Gas Lease from Robert E. Edwards and Alberta M. Edwards, his wife, Lessors, to John L. Haas, Lessee, dated January 1, 1978, recorded January 30, 1978, in Book 47, Page 356, covering the following-described real property located in **Woodson County, Kansas:**

The West Half of the Southwest Quarter (W/2 SW/4) of Section 35, Township 23 South, Range 14 East

Gail Edwards: Oil and Gas Lease from Gail Edwards and Luella A. Edwards, husband and wife, Lessors, to True Ashlock, Lessee, dated July 26, 1949, recorded August 16, 1949 in Book 21, Page 97, covering the following-described real property located in **Woodson County, Kansas:**

The West Half of the Southwest Quarter (W/2 SW/4) of Section 36, Township 23 South, Range 14 East

R. Edwards: Oil and Gas Lease from Robert E. Edwards and Alberta M. Edwards, his wife, Lessors, to French & Winterscheid, Inc., Lessee, dated April 18, 1980, recorded May 19, 1980, in Book 50, Page 320, covering the following-described real property located in **Woodson County, Kansas:**

The South Half of the Northeast Quarter (S/2 NE/4) of Section 2, Township 24 South, Range 14 East

Massey: Oil and Gas Lease from J. M. Massey and Mary J. Massey, his wife, Lessors, to C. A. Aikman, Lessee, dated November 21, 1935, recorded November 21, 1935 in Book 7, Page 365, covering the following-described real property located in **Woodson County, Kansas:**

The East Half of the Southwest Quarter (E/2 SW/4) and the West Half of the Southeast Quarter (W/2 SE/4) of Section 35, Township 23 South, Range 14 East

McColt: Oil and Gas Lease from W. E. Hogueland, Lessor, to Charles H. Suiter, Lessee, dated February 10, 1923, recorded February 26, 1923 in Book U, Page 363, covering the following-described real property located in **Woodson County, Kansas:**

The East Half of the Southeast Quarter (E/2 SE/4) of Section 35, Township 23 South, Range 14 East, and the North Half of the Northeast Quarter (N/2 NE/4) of Section 2, Township 24 South, Range 14 East

Spencer: That certain oil and gas lease dated February 6, 2013 by and between Wyvonne Spencer, as lessor, and MorMeg, LLC, as lessee, recorded on March 4, 2013 in the Woodson County Register of Deeds in Book S94 Page 138, covering the following described lands in **Woodson County, Kansas:**

The East Half (E/2) of the Southeast Quarter (SE/4) of Section 26, Township 23 South, Range 14 East, covering 80 acres, more or less, in Woodson County, Kansas.

Bob Edwards South: That certain oil and gas lease dated June 28, 2012 by and between Robert Edwards and Alberta M. Edwards, as lessors, and MorMeg, LLC, as lessee, as recorded on July 13, 2012 in the Woodson County Register of Deeds in Book S93 Page 472, covering the following described lands in **Woodson County, Kansas:**

The Southwest Quarter (SW/4) of Section 3, Township 24 South, Range 14 East, covering 160 acres, more or less, in Woodson County, Kansas.



GREENWOOD CO, KANSAS FEE: \$ 106.00
This instrument was filed on this day of
January 4, 2019 at 11:25 AM and duly entered
in book 74 of ASSIGNMENT OF LEASE page 220
Maisha E. Ramsey Register
Deputy