

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: _____

Title: _____

Signature: _____

Oil / Gas Purchaser: _____

Date: _____

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 _____

KANSAS CORPORATION COMMISSION
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Form KSONA-1

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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: _____

ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS)
) §:
COUNTY OF CLARK)

For and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, **Edison Operating Co., LLC, Erie Partners I, LLC, and Granite Investments, LLC**, hereinafter collectively called “**ASSIGNOR**”, do hereby grant, assign, sell and convey unto **Adam Investments, Inc.**, hereinafter called “**ASSIGNEE**”, whose address is 2020 N. Bramblewood, Wichita, KS 67206, and Assignee’s successors and assigns, all of Assignor’s right, title, interest and properties described in paragraphs 1 through 4 below, and all rights, estates, powers, and privileges appurtenant to those rights, interests, and properties:

1. All of Assignor’s right, title and interest in, to and under the oil and gas leases and the leasehold estates created thereby, which are set forth and described in Exhibit “A”, which is attached hereto and made a part hereof by this reference, hereinafter called the “Subject Property”;
2. All of Assignor’s right, title and interest in and to all oil and gas wells, salt water disposal wells and systems, leasehold equipment, tanks, pumps, pipelines, flow lines, water lines, machinery, and equipment and all other personal property and facilities located on said Subject Property, or used or obtained for use in connection therewith;
3. All of Assignor’s right, title, and interest in and to all permits, licenses, servitudes, easements and rights of way of every character relating to the Subject Property, to the extent thereunto applicable; and
4. Any and all of Assignor’s right, title and interest in and to any contracts or agreements affecting any of the Subject Property, to the extent thereunto applicable.

It is Assignor’s intent to convey to Assignee all of Assignor’s right, title, interests, and property in, on, to, and under All of Section 29, Township 33 South, Range 22 West, Clark County, Kansas, regardless of the omission of any particular contract, lease or assignment under which Assignor may have acquired an interest therein, errors in specific description within such land, incorrect or misspelled names, incorrect recording references, or other errors or omissions.

All oil and/or gas sold on or after the Effective Date, shall be the property of Assignee. All expenses through the March 2019 joint operations billing shall be paid by Assignor. There shall be no adjustment for oil in the tanks or for ad valorem taxes.

To have and to hold unto Assignee, its successors and assigns, forever. Assignor warrants that title to the Subject Property, insofar and only insofar as to claims arising by, through, or under Assignor, but not otherwise, is free and clear of all liens, mortgages or other encumbrances, and Assignor agrees that Assignor shall be responsible for defects occurring or arising out of occurrences or omissions arising by, through, or under Assignor, but not otherwise. Except as provided in the preceding sentence, 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. Assignee accepts the Subject Property, and all wells equipment, and other property related thereto, in their present condition, “as is,” and Assignor disclaims all warranties, express and implied, including warranties of fitness and merchantability, other than as expressly warranted above.

Assignee assumes all obligations and responsibilities under the Subject Property and all legal and regulatory obligations and responsibilities with respect to operations, including the plugging of wells, and will cause the transfer of operations to Assignee, or its designee, in the records of the Kansas Corporation Commission.

This Assignment and Bill of Sale may be executed in any number of counterparts and each counterpart hereof shall be effective as to each party that executes the same whether or not all of such parties execute the same counterpart. If counterparts of this Assignment and Bill of Sale are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. All counterparts together shall constitute only one Assignment and Bill of Sale, but each counterpart shall be considered an original.

This Assignment is executed as of the date of acknowledgement of the signature below, but effective for all purposes as of April 1, 2019 (the "Effective Date").

ASSIGNOR

EDISON OPERATING CO., LLC

ERIE PARTNERS I, LLC

By: [Signature]
DAVID G. WITHROW, MANAGING PARTNER

By: [Signature]
ROBERT T. WILLIAMS, JR., MANAGER

GRANITE INVESTMENTS, LLC

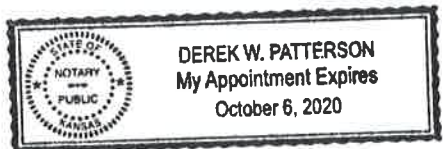
By: [Signature]
DAVID G. WITHROW, MANAGING PARTNER

STATE OF KANSAS)
) §:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 5 day of APRIL, 2019, by David G. Withrow, as Managing Partner of Edison Operating Co., LLC, on behalf of said entity.

My Commission Expires: 10/6/2020

[Signature]
Notary Public

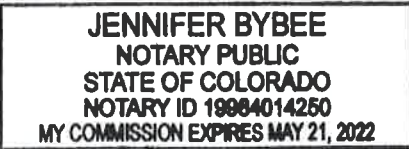


STATE OF COLORADO)
) §:
COUNTY OF JEFFERSON)

This instrument was acknowledged before me this 3rd day of APRIL, 2019, by Robert T. Williams, Jr., as Manager of Erie Partens I, LLC, on behalf of said entity.

My Commission Expires: May 21, 2022

[Signature]
Notary Public



STATE OF KANSAS)
) §:
COUNTY OF SEDGWICK)

This instrument was acknowledged before me this 5 day of APRIL, 2019, by David G. Withrow, as Managing Partner of Granite Investments, LLC, on behalf of said entity.

My Commission Expires: 10/6/2020

[Signature]
Notary Public



EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale from **Edison Operating Co., LLC, Erie Partners I, LLC and Granite Investments, LLC**, as Assignor, to **Adam Investments, Inc.**, as Assignee, effective April 1, 2019.

Oil and Gas Lease dated December 24, 1960 by and between Lois Ann Croskell, et al, Lessors, and Seth R. Steele, Lessee, recorded in Book 29 at Page 22 of the records of Clark County, Kansas, INSOFAR AND ONLY INSOFAR as said lease covers the East Half of the Northeast Quarter (E/2 NE/4) of Section 29, Township 33 South, Range 22 West, Clark County, Kansas.

Oil and Gas Lease dated December 21, 1962 by and between B. H. McKinley, Jr., et al, Lessors, and E. H. Adair, Lessee, recorded in Book 31 at Page 192 of the records of Clark County, Kansas, covering the West Half of the Northeast Quarter (W/2 NE/4) of Section 29, Township 33 South, Range 22 West, Clark County, Kansas.

Oil and Gas Lease dated November 28, 1961 by and between Victor H. Lytle, Executor of Estate of Norman A. Lytle, deceased, Lessor, and Seth R. Steele, Lessee, recorded in Book 31 at Page 276 of the records of Clark County, Kansas, covering the West Half of the Northeast Quarter (W/2 NE/4) of Section 29, Township 33 South, Range 22 West, Clark County, Kansas.

Oil and Gas Lease dated January 24, 1961 by and between Louise Cauthers Berryman and Catherine Cauthers Klinger, Trustees of the T. R. Cauthers-Berryman and T. R. Cauthers-Klinger Trusts, Lessors, and E. H. Adair, Lessee, recorded in Book 26 at Page 202 of the records of Clark County, Kansas, INSOFAR AND ONLY INSOFAR as said lease covers the South Half (S/2) and Northwest Quarter (NW/4) of Section 29, Township 33 South, Range 22 West, Clark County, Kansas.

END OF EXHIBIT "A"

ADAM INVESTMENTS, INC.

May 13, 2019

Kansas Corporation Commission
266 N Main, Suite 220
Wichita, KS 67202-1513

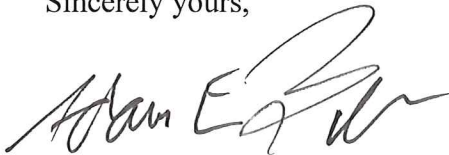
RE: Cauthers Trust
SE Sec. 29-33S-22W
Clark County, Kansas

Dear Sir or Madam:

Adam Investments, Inc. acquired a 71.338125% working interest in the Cauthers Trust Unit from Edison Operating Co., LLC, Erie Partners I, LLC and Granite Investments, LLC effective April 1, 2019. Please be advised that Adam Investments hereby designates Berexco LLC (KCC Operator #34318) as the lease operator effective immediately.

If you have any questions or require additional information, please contact Emma Richmond at (316) 337-8670 or ecrichmond@berexco.com.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Adam E. Beren". The signature is fluid and cursive, with the first name "Adam" being the most prominent.

Adam E. Beren
President