KOLAR Document ID: 1462840

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:	illea 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:	Lease Name:		
Saltwater Disposal Well - Permit No.:			
Spot Location: feet from N / S Line feet from E / W Line	SecTwpR E _W Legal Description of Lease:		
Enhanced Recovery Project Permit No.:			
Entire Project: Yes No	County:		
Number of Injection Wells **	Production Zone(s):		
Field Name:			
** Side Two Must Be Completed.	Injection Zone(s):		
Surface Pit Permit No.: (API No. if Drill Pit, WO or Haul) Type of Pit: Emergency Burn Settling	feet from N / S Line of Section feet from E / W Line of Section Haul-Off Workover Drilling		
Bott Occupied Livery No.	0.1.10		
Past Operator's License No.	Contact Person:		
Past Operator's Name & Address:	Phone:		
	Date:		
Title:	Signature:		
New Operator's License No.	Contact Person:		
New Operator's Name & Address:	Phone:		
	Oil / Gas Purchaser:		
	Date:		
	Signature:		
Acknowledgment of Transfer: The above request for transfer of injection noted, approved and duly recorded in the records of the Kansas Corporation	authorization, surface pit permit # has been Commission. This acknowledgment of transfer pertains to Kansas Corporation		
Commission records only and does not convey any ownership interest in the			
is acknowledged as	is acknowledged as		
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pi		
Permit No.: Recommended action:	permitted by No.:		
Date:	Date:		
Authorized Signature	Authorized Signature		
DISTRICT EPR	PRODUCTION UIC		

KOLAR Document ID: 1462840

Side Two

Must Be Filed For All Wells

* Lease Name:			* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Secti (i.e. FSL = Feet from S	on Line	Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle FSL/FNL	<i>Circle</i> 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		
		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		
		I JL/FINL	LL/ VVL		

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.

KOLAR Document ID: 1462840

Kansas Corporation Commission Oil & Gas Conservation Division

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 #			
Name:			
Address 1:			
Address 2: State: Zip:+			
Contact Person:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:		
Phone: () Fax: ()			
Email Address:	- -		
Surface Owner Information:			
Name:	_ When filing a Form T-1 involving multiple surface owners, attach an additional		
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 toy records of the county traceurer		
City: State: Zip:+	_		
the KCC with a plat showing the predicted locations of lease roads, to	thodic Protection Borehole Intent), you must supply the surface owners and ank 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.		
☐ I certify that, pursuant to the Kansas Surface Owner Notice owner(s) of the land upon which the subject well is or will be	e Act (House Bill 2032), I have provided the following to the surface e located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form m being filed is a Form C-1 or Form CB-1, the plat(s) required by this c, and email address.		
KCC will be required to send this information to the surface	I acknowledge that, because I have not provided this information, the 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 he KCC, which is enclosed with this form.		
If choosing the second option, submit payment of the \$30.00 handli form and the associated Form C-1, Form CB-1, Form T-1, or Form C	ing 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	t to the best of my knowledge and belief.		
Date: Signature of Operator or Agent:	Title:		

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE, by and between; **McTec Production, LLC**, 9342 E. CENTRAL, WICHITA, KS 67206 hereinafter collectively referred to as "<u>Assignor</u>", whether one or more, and **Herman L. Loeb, LLC**, PO Box 838, Lawrenceville, IL 62439, hereinafter referred to as "<u>Assignee</u>",

WITNESSETH:

- 1. Assignor, 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, does hereby grant, bargain, sell, assign, transfer, set over, quit claim and convey unto Assignee, its successors and assigns, the following properties, rights and assets (hereinafter sometimes referred to as the "Subject Assets"):
- (a) All of Assignor's right, title and interest of whatsoever kind or nature in and to the oil and gas leases and lands described on Exhibit "A" attached hereto and made a part hereof (said interests herein referred to as the "Property");
- (b) All of Assignor's interest in all fixtures, personal property and equipment located on the Property or used in the operation thereof, including without limitation, the wells, well equipment, casing, tanks, tubing, pumping units, motors, pipelines, gathering lines, and all other machinery, equipment and improvements used in the operations thereof;
- (c) All of Assignor's rights in and to all agreements associated with the Property, including oil, gas, liquids, condensate, casinghead gas, and natural gas sales agreements; purchase, exchange, gathering, transportation and processing agreements; operating agreements, unitization agreements, balancing agreements, processing agreements, joint venture agreements, partnership agreements, farmout agreements, disposal agreements, and cost analysis and prospect data agreements; and all other contracts, agreements and instruments of any nature or kind, insofar as they relate to Assignor's interests in the Property;
- (d) All of Assignor's rights under permits, licenses, authorizations for expenditure, division orders, servitudes, easements, rights-of-way, orders, surface leases, options, third-party warranties, and other rights which are related to, appurtenant to or used in connection with the Property or the fixtures, personal property, or equipment associated with the Property; or in connection with the treatment, sale, or disposal of water, hydrocarbons, or associated substances from the Property; and
- (e) All files and records relating directly to the Property maintained by Assignor, including all land, lease, and well files, ownership reports and title opinions, regulatory and environmental reports, and billing and pay records and pay decks.
- 2. This Assignment is made without warranty, express or implied, however, Assignor warrants and covenants that the rights and interests assigned herein are free and clear of all liens, encumbrances and mortgages by, through and under Assignor, but not otherwise.
- 3. This Assignment is subject to the non-recorded Purchase and Sale Agreement, dated June 25, 2019, existing between the Parties to this Assignment.

TO HAVE AND TO HOLD said Subject Assets as described hereinabove unto Assignee, its successors and assigns, forever.

It is the intent of Assignor to assign and convey to Assignee, and Assignor does hereby assign and convey to Assignee, all right, title and interest owned by Assignor in and to all oil and gas lease working interests and overriding royalty interests in and to the lands described on Exhibit A, and the units that they are a part of, whether or not any lease or interest is incorrectly described or omitted therefrom, as to all estates, depths, and formations.

[SIGNATURE PAGE TO FOLLOW]

DARNES RANCH-24
DRESSER A-9
FLEMING A-8
FLEMING B-8
MUIR A-10
MUIR B-10
MUIR B-10
STEPHENS B-19
STEPHENS B-15
VALDOIS B-2
VALDOIS C-2
WARREN T-17
WILEY T-29

IN WITNESS WHEREOF, this instrument is executed this 28 day of 3 day of 3 however, EFFECTIVE as of the 1^{st} day of July, 2019.

MCTEC PRODUCTION, LLC

Kevin S. McCoy, Managing Member

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 25 day of June , 2019, before me, the undersigned, a notary public in and for the county and state aforesaid, came Kevin S. McCoy, Managing Member of McTec Production, LLC and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for said company/corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



John Charles Neuschafer, notary public

My appointment expires: 5/3/2023

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale from McTec Production, LLC as Seller, to Herman L. Loeb, LLC, as Buyer, effective July 1, 2019, and covering the following described lands located in HARPER COUNTY, KANSAS.

PROPERTY

Well:

DARNES RANCH-24

Date:

1/29/1945

Lessor:

Ruth Gladys Darnes, a single woman

Lessee:

L. E. Mummort

Legal:

T31S-R9W-Sec. 24: NW/4

Recording:

Book 28, Page 23

Well:

DRESSER 'A' -9

Date:

3/10/1971

Lessor:

Mary C. Dresser, a widow

Lessee:

J. F. Mergen

Legal:

T31S-R8W-Sec. 9: SW/4

Recording:

Book 71, Page 507

Well:

FLEMING 'A' -8

Date:

1/18/1964

Lessor:

James R. Fleming, et al

Lessee:

Forrest H. Lindsay T31S-R8W-Sec. 8: SE/4

Legal: Recording:

Book 56, Page 560

Well:

FLEMING 'B' -8

Date:

1/18/1964

Lessor:

James R. Fleming, et al

Lessee:

Forrest H. Lindsay

Legal:

T31S-R8W-Sec. 8: SE/4

Recording:

Book 56, Page 560

Well:

MUIR 'A' -10

Date:

9/19/1966

Lessor:

Grace Muir and H. H. Halbower, Co-Executors of the Estate and Will of

Donald Muir, Deceased

Lessee:

B. E. Shelton

Legal:

T31S-R8W-Sec. 10: NW/4

Recording:

Book 64, Page 113

Date:

9/19/1966

Lessor:

Grace Muir and H. H. Halbower, Co-Executors of the Estate and Will of

Donald Muir, Deceased

Lessee:

B. E. Shelton

Legal: Recording: T31S-R8W-Sec. 10: NE/4 Book 64, Page 111 Well: MUIR 'B' -10

Date: 9/19/1966

Lessor: Grace Muir and H. H. Halbower, Co-Executors of the Estate and Will of

Donald Muir, Deceased

Lessee: B. E. Shelton

Legal: T31S-R8W-Sec. 10: NW/4

Recording: Book 64, Page 113

Date: 9/19/1966

Lessor: Grace Muir and H. H. Halbower, Co-Executors of the Estate and Will of

Donald Muir, Deceased

Lessee: B. E. Shelton

Legal: T31S-R8W-Sec. 10: NE/4

Recording: Book 64, Page 111

Well: MUIR 'C' -10

Date: 9/19/1966

Lessor: Grace Muir and H. H. Halbower, Co-Executors of the Estate and Will of

Donald Muir, Deceased

Lessee: B. E. Shelton

Legal: T31S-R8W-Sec. 10: NW/4

Recording: Book 64, Page 113

Date: 9/19/1966

Lessor: Grace Muir and H. H. Halbower, Co-Executors of the Estate and Will of

Donald Muir, Deceased

Lessee: B. E. Shelton

Legal: T31S-R8W-Sec. 10: NE/4

Recording: Book 64, Page 111

Well: SANDERS 'B' -19

Date: 7/24/1990

Lessor: Ellen M. Sanders, Trustee of the Ellon M. Sanders Trust Agreement dated

March 8, 1977

Lessee: Bison Energy Corporation

Legal: T31S-R8W-Sec. 19: SE/4; SE/4SW/4

Recording: Book 84, Page 613

Well: STEPHENS -10

Date: 8/9/1963

Lessor: Dwight H. Stephens and Alica A. Stephens, his wife

Lessee: E. L. Thomas

Legal: T31S-R8W-Sec. 10: SW/4

Recording: Book 55, Page 258

Date: 7/26/1963

Lessor: Verta F. Babcock and Irene M. Babcock, his wife

Lessee: E. L. Thomas

Legal: T31S-R8W-Sec. 10: SW/4

Recording: Book 59, Page 50

Well: STEPHENS 'B' -15

Date: 12/4/1962

Lessor: Dwight H. Stephens and Alica A. Stephens, his wife

Lessee: E. L. Thomas

Legal: T31S-R8W-Sec. 15: NW/4

Recording: Book 54, Page 115

Well:

VALDOIS 'B' -2

Date:

1/27/1965

Lessor:

Frank Valdois and Inez D. Valdois, husband and wife

Lessee:

Mack Oil Co.

Legal:

T31S-R8W-Sec. 2: SW/4

Recording:

Book 59, page 305

Well:

VALDOIS 'C' -2

Date:

1/27/1965

Lessor:

Frank Valdois and Inez D. Valdois, husband and wife

Lessee:

Mack Oil Co.

Legal:

T31S-R8W-Sec. 2: SW/4

Recording:

Book 59, page 305

Well:

WARREN 'T' -17

Date:

5/13/1953

Lessor:

Clarence E. Warren and Ruby Warren, his wife

Lessee:

Elmer M. Oak

Legal:

T31S-R8W-Sec. 17: NW/4

Recording:

Book 32, Page 380

Well:

WILEY 'T' -29

Date:

8/12/1988

Lessor:

Clarence H. Wiley and Retha M. Wiley, husband and wife

Lessee:

Bison Energy Corporation T31S-R8W-Sec. 29: E/2NE/4

Legal: Recording:

Book 83, Page 1503

END OF EXHIBIT

DRESSER A-9 (
FLEMING A-8
FLEMING B-8
MUIR B-10
WARREN T-17
WILLEY T-29

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE, by and between; MCCOY OIL & GAS, LLC, 9342 E. CENTRAL, WICHITA, KS 67206 hereinafter collectively referred to as "Assignor", whether one or more, and Herman L. Loeb, LLC, PO Box 838, Lawrenceville, IL 62439, hereinafter referred to as "Assignee",

WITNESSETH:

- 1. Assignor, 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, does hereby grant, bargain, sell, assign, transfer, set over, quit claim and convey unto Assignee, its successors and assigns, the following properties, rights and assets (hereinafter sometimes referred to as the "Subject Assets"):
- (a) All of Assignor's right, title and interest of whatsoever kind or nature in and to the oil and gas leases and lands described on Exhibit "A" attached hereto and made a part hereof (said interests herein referred to as the "Property");
- (b) All of Assignor's interest in all fixtures, personal property and equipment located on the Property or used in the operation thereof, including without limitation, the wells, well equipment, casing, tanks, tubing, pumping units, motors, pipelines, gathering lines, and all other machinery, equipment and improvements used in the operations thereof;
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- (d) All of Assignor's rights under permits, licenses, authorizations for expenditure, division orders, servitudes, easements, rights-of-way, orders, surface leases, options, third-party warranties, and other rights which are related to, appurtenant to or used in connection with the Property or the fixtures, personal property, or equipment associated with the Property; or in connection with the treatment, sale, or disposal of water, hydrocarbons, or associated substances from the Property; and
- (e) All files and records relating directly to the Property maintained by Assignor, including all land, lease, and well files, ownership reports and title opinions, regulatory and environmental reports, and billing and pay records and pay decks.
- 2. This Assignment is made without warranty, express or implied, however, Assignor warrants and covenants that the rights and interests assigned herein are free and clear of all liens, encumbrances and mortgages by, through and under Assignor, but not otherwise.
- 3. This Assignment is subject to the non-recorded Purchase and Sale Agreement, dated June 25, 2019, existing between the Parties to this Assignment.

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[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this instrument is executed this 25 day of June, 2019; however, EFFECTIVE as of the 1st day of July, 2019.

MCCOY OIL & GAS, LLC

Kavin S. McCoy, Managing Member

John Charles Neuschafer, notary public

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)
the undersigned, a notary publication of MCCO	ED, that on this 25 day of

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

JOHN CHARLES NEUSCHAFER Notary Public - State of Kansas My Appointment Expires

My appointment expires: 5/3/2023

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale from MCCOY OIL & GAS, LLC as Seller, to Herman L. Loeb, LLC, as Buyer, effective July 1, 2019, and covering the following described lands located in HARPER COUNTY, KANSAS.

PROPERTY

Well:

DRESSER 'A' -9

Date:

3/10/1971

Lessor:

Mary C. Dresser, a widow

Lessee:

J. F. Mergen

Legal:

T31S-R8W-Sec. 9: SW/4

Recording:

Book 71, Page 507

Well:

FLEMING 'A' -8

Date:

1/18/1964

Lessor: Lessee: James R. Fleming, et al Forrest H. Lindsay

Legal:

T31S-R8W-Sec. 8: SE/4

Recording:

Book 56, Page 560

Well:

FLEMING 'B' -8

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1/18/1964

Lessor: Lessee: James R. Fleming, et al Forrest H. Lindsay T31S-R8W-Sec. 8: SE/4

Legal: Recording:

Book 56, Page 560

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MUIR 'B' -10

Date:

9/19/1966

Lessor:

Grace Muir and H. H. Halbower, Co-Executors of the Estate and Will of

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B. E. Shelton

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T31S-R8W-Sec. 10: NW/4

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T31S-R8W-Sec. 10: NE/4

Recording:

Book 64, Page 111

Well:

WARREN 'T' -17

Date:

5/13/1953

Lessor:

Clarence E. Warren and Ruby Warren, his wife

Lessee:

Elmer M. Oak

Legal:

T31S-R8W-Sec. 17: NW/4

Recording:

Book 32, Page 380

Well:

WILEY 'T' -29

Date:

8/12/1988

Lessor:

Charles H. Wiley and Retha M. Wiley, husband and wife

Lessee:

Bison Energy Corporation

Legal:

T31S-R8W-Sec. 29: E/2NE/4

Recording:

Book 83, Page 1503