

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 _____

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2014

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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: _____

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 OF OIL AND GAS LEASE
AND BILL OF SALE**

STATE OF KANSAS)
)SS:
COUNTY OF GRAHAM)

KNOW ALL MEN BY THESE PRESENTS:

That **VOC Kansas Energy Partners LLC, and Donald G. Aumiller,** (hereinafter collectively referred to as "ASSIGNOR") for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) and such additional consideration as recited below, and upon and subject to the exceptions, reservations, conditions and other provisions hereinafter set forth, does hereby grant, bargain, sell, transfer, convey, assign and deliver, effective August 1, 2019, (the "Effective Date"), to,

**MESSENGER PETROLEUM, INC.
525 S. MAIN
KINGMAN, KS 67068**

(hereinafter referred to as "ASSIGNEE") all of ASSIGNOR'S right, title and interest in and to the working interest, only, under the oil, gas, and mineral lease(s) and salt water disposal agreement described in Exhibit "A", attached hereto and made a part hereof, (hereinafter referred to as "Assigned Premises").

ASSIGNOR, for the same consideration, does hereby further grant, bargain, sell, transfer, assign and convey, without any warranty or representations of any kind, express or implied, all of ASSIGNOR'S right, title and interest in and to all wells, (including saltwater disposal and water injection wells located on the assigned premises) herein referred to as "Wells", and all surface and downhole movable and immovable property, buildings, structures, machinery, equipment and materials located in, on and appurtenant to such wells, buildings or structures located upon the Assigned Premises. All wells, structures, buildings, machinery, material and equipment referred to in this paragraph are hereinafter referred to as "Wells" or "Appurtenances".

All of ASSIGNOR'S right, title and interest in and to the Assigned Premises and in and to the Wells and Appurtenances are hereinafter together called the "Assigned Interests".

It is agreed between the parties that this Assignment of Oil and Gas Lease and Bill Of Sale is subject to and conditioned upon compliance with the following terms:

- 1.** ASSIGNOR INDIVIDUALLY WARRANTS FOR HIMSELF, ONLY, THAT HE HAS THE RIGHT AND THE AUTHORITY TO ASSIGN THE INTEREST HEREIN, FREE AND CLEAR OF ANY CLAIM BY ANY THIRD PERSON. NO OTHER WARRANTY IS MADE AND THIS ASSIGNMENT OF OIL AND GAS LEASE AND BILL OF SALE IS EXECUTED WITHOUT ANY FURTHER WARRANTY OF TITLE, EITHER EXPRESS OR IMPLIED, WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY OF ANY OF THE WELLS AND APPURTENANCES OR ITS FITNESS FOR ANY PURPOSE, AND WITHOUT ANY OTHER EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION WHATSOEVER. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE HAS INSPECTED OR HAD SUFFICIENT OPPORTUNITY TO INSPECT THE ASSIGNED INTERESTS AND IS SATISFIED AS TO ITS PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND THAT ASSIGNEE ACCEPTS ALL OF THE SAME IN "AS IS, WHERE IS" CONDITION. IN ADDITION, ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, INFORMATION OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE IN CONNECTION WITH THE INTERESTS, OR AS TO THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE INTERESTS OR THE ABILITY OF THE INTERESTS TO PRODUCE HYDROCARBONS. ANY AND ALL SUCH DATA, INFORMATION AND OTHER MATERIALS FURNISHED BY ASSIGNOR IS PROVIDED TO ASSIGNEE AS A

Assignment of Oil and Gas Lease
And Bill of Sale
Page 2

CONVENIENCE AND ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT ASSIGNEE'S SOLE RISK.

2. ASSIGNEE shall, at the Effective date (i) assume and be responsible for and comply with all duties and obligations of ASSIGNOR, express or implied, with respect to the Assigned Interests, including, without limitation, those arising under or by virtue of any lease, contract, agreement, document, permit, applicable statute or rule, regulation or order of any governmental authority (specifically including, without limitation, any governmental or lessor request or requirement to plug, re-plug and/or abandon any well of whatsoever type, status or classification or take any clean-up or other action, with respect to the Assigned Interests, including the removal of all structures, wells and foundations) and (ii) defend, indemnify and hold ASSIGNOR harmless from any and all claims, obligations and liabilities in connection the Assigned Interests.

3. Oil, gas and other production from or attributable to the Purchased Properties which was produced prior to the Effective Date shall belong to ASSIGNOR. ASSIGNEE will assume all responsibility for notifying the buyer(s) of production of the change of ownership. ASSIGNEE will assume and be responsible for all costs, expenses, charges, and credits relating to operations of the Purchased Properties after the Effective Date. Ad valorem property taxes for 2019 tax year shall be prorated 7/12 to Assignor based on its proportionate ownership in the Assigned Interests.

4. The interest in the Assigned Premises covered hereby is conveyed by ASSIGNOR and accepted by ASSIGNEE subject to the royalties, production payments, net profits obligations, carried working interest and other payments out of or with respect to production which are of record and to which said Assigned Premises are encumbered (including royalties owned by ASSIGNOR, if any); and ASSIGNEE hereby assumes and agrees to pay, perform or carry as the case may be, each of said royalties, overriding royalties, production payments, net profits obligations, carried working and other payments out of or with respect to production, to the extent that any remain a burden on the Assigned Premises herein assigned.

5. ASSIGNEE will be liable for and agrees to pay all transactional taxes including but not limited to sales, use, lease or similar taxes, or recording fees due as a result of this Assignment of Oil and Gas Lease and Bill Of Sale.

6. This assignment of the Assigned Interests is made subject to, and Assignee shall be responsible for obtaining, any and all necessary City, County, State and/or Federal Agency approvals as well as any prior approvals which may be necessary from lessors of the leases with respect to the Assigned Premises.

7. If Assignor is more than one party, the duties, obligations and liabilities, if any, of Assignor shall be several and not joint. This Assignment of Oil And Gas Lease And Bill Of Sale shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns and may be executed in any number of counterparts, each of which will be deemed an original instrument but all of which together shall constitute but one and the same instrument.

TO HAVE AND TO HOLD the Assigned Premises, Wells and Appurtenances conveyed herein, subject to the terms and conditions recited above; but all without warranty of any kind, either express or implied.

Assignment of Oil and Gas Lease
And Bill of Sale
Page 3

DATED this _____ day of July, 2019, however, to be effective the
1st day of August, 2019 at 8:00 a.m., CDT.

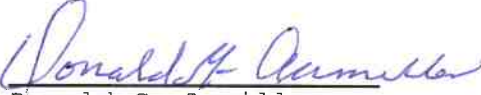
ASSIGNOR

VOC Kansas Energy Partners LLC
By: Vess Holding Corporation,
Manager

Donald G. Aumiller

By: 

J. Michael Vess,
Representative

By: 

Donald G. Aumiller

ASSIGNEE

Messenger Petroleum, Inc.

By: _____
Jon F. Messenger
President

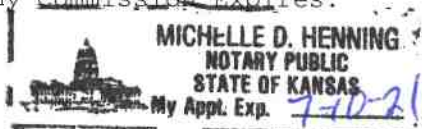
"ASSIGNOR'S ACKNOWLEDGEMENT"

STATE OF KANSAS)
)SS:
COUNTY OF SEDGWICK)

Before me, the undersigned authority, on this day personally appeared J. Michael Vess, as Representative of Vess Holding Corporation, the Manager of VOC Kansas Energy Partners LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same and for the purposes and consideration therein expressed, as the act of such companies, and in the capacity therein stated.

I have set my hand and official seal this 29th day of July, 2019.

My Commission Expires:



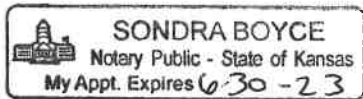
Michelle Henning, Notary Public

STATE OF KANSAS)
)SS:
COUNTY OF Kingman)

This instrument was acknowledged before me on this 25th day of July, 2019 by Donald G. Aumiller known to me to be the person whose name is subscribed to the foregoing instrument.

I have set my hand and official seal this 25th day of July, 2019.

My Commission Expires: 6-30-23



Sondra Boyce, Notary Public

"ASSIGNEE'S ACKNOWLEDGEMENT"

STATE OF KANSAS)
)SS:
COUNTY OF KINGMAN)

This instrument was acknowledged before me on this _____ day of July, 2019 by Jon F. Messenger, as President of Messenger Petroleum, Inc.

My Commission Expires:

Notary Public
Printed Name: _____

EXHIBIT A
to that certain
Assignment of Oil and Gas Lease and Bill of Sale
dated
July _____, 2019

Lease: Bertha Stevens

Date: October 1, 1965
Lessor: Bertha M. Stevens, a widow
Lessee: Clinton Oil Company
Description: SW/4 Section 19-T30S-R06W
Recorded: Book Misc. 114, Page 93

Salt Water Disposal Agreement

Date: April 8, 1987
Lessor: Arnold Ray Reida and Joyce E. Reida
Lessee: Dean Operating Co., Inc.
Description: SW/4 Section 19-T30S-R06W
Recorded: Book 183, Page 22

ALL in Kingman County, Kansas

ASSIGNMENT OF OIL AND GAS LEASE
AND BILL OF SALE

STATE OF KANSAS)
)SS:
COUNTY OF GRAHAM)

KNOW ALL MEN BY THESE PRESENTS:

That VOC Kansas Energy Partners LLC, and Donald G. Aumiller, (hereinafter collectively referred to as "ASSIGNOR") for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) and such additional consideration as recited below, and upon and subject to the exceptions, reservations, conditions and other provisions hereinafter set forth, does hereby grant, bargain, sell, transfer, convey, assign and deliver, effective August 1, 2019, (the "Effective Date"), to,

MESSENGER PETROLEUM, INC.
525 S. MAIN
KINGMAN, KS 67068

(hereinafter referred to as "ASSIGNEE") all of ASSIGNOR'S right, title and interest in and to the working interest, only, under the oil, gas, and mineral lease(s) and salt water disposal agreement described in Exhibit "A", attached hereto and made a part hereof, (hereinafter referred to as "Assigned Premises").

ASSIGNOR, for the same consideration, does hereby further grant, bargain, sell, transfer, assign and convey, without any warranty or representations of any kind, express or implied, all of ASSIGNOR'S right, title and interest in and to all wells, (including saltwater disposal and water injection wells located on the assigned premises) herein referred to as "Wells", and all surface and downhole movable and immovable property, buildings, structures, machinery, equipment and materials located in, on and appurtenant to such wells, buildings or structures located upon the Assigned Premises. All wells, structures, buildings, machinery, material and equipment referred to in this paragraph are hereinafter referred to as "Wells" or "Appurtenances".

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Assignment of Oil and Gas Lease
And Bill of Sale
Page 3

DATED this 29 day of July, 2019, however, to be effective the
1st day of August, 2019 at 8:00 a.m., CDT.

ASSIGNOR

VOC Kansas Energy Partners LLC
By: Vess Holding Corporation,
Manager

Donald G. Aumiller

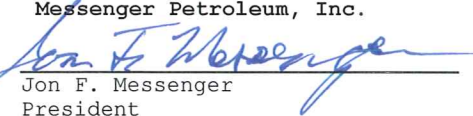
By: _____
J. Michael Vess,
Representative

By: _____
Donald G. Aumiller

ASSIGNEE

Messenger Petroleum, Inc.

By:



Jon F. Messenger
President

EXHIBIT A
to that certain
Assignment of Oil and Gas Lease and Bill of Sale
dated
July 29, 2019

Lease: Bertha Stevens

Date: October 1, 1965
Lessor: Bertha M. Stevens, a widow
Lessee: Clinton Oil Company
Description: SW/4 Section 19-T30S-R06W
Recorded: Book Misc. 114, Page 93

Salt Water Disposal Agreement

Date: April 8, 1987
Lessor: Arnold Ray Reida and Joyce E. Reida
Lessee: Dean Operating Co., Inc.
Description: SW/4 Section 19-T30S-R06W
Recorded: Book 183, Page 22

ALL in Kingman County, Kansas

"ASSIGNOR'S ACKNOWLEDGEMENT"

STATE OF KANSAS)
)SS:
COUNTY OF SEDGWICK)

Before me, the undersigned authority, on this day personally appeared J. Michael Vess, as Representative of Vess Holding Corporation, the Manager of VOC Kansas Energy Partners LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same and for the purposes and consideration therein expressed, as the act of such companies, and in the capacity therein stated.

I have set my hand and official seal this ____ day of July, 2019.

My Commission Expires:

, Notary Public

STATE OF KANSAS)
)SS:
COUNTY OF Kingman)

This instrument was acknowledged before me on this ____ day of July, 2019 by Donald G. Aumiller known to me to be the person whose name is subscribed to the foregoing instrument.

I have set my hand and official seal this ____ day of July, 2019.

My Commission Expires:

, Notary Public

"ASSIGNEE'S ACKNOWLEDGEMENT"

STATE OF KANSAS)
)SS:
COUNTY OF KINGMAN)

This instrument was acknowledged before me on this 29 day of July, 2019 by Jon F. Messenger, as President of Messenger Petroleum, Inc.

My Commission Expires: Oct. 11, 2019

Nacora A. Dick
Notary Public

Printed Name: Nacora A. Dick

