

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: _____

ASSIGNMENT OF OIL AND GAS LEASE
AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that KSMS Oil, LLC, 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, 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 in connection with oil and gas exploration, production, treatment, storage and marketing activities (collectively, the "Personal Property").

The Leases and Personal Property are collectively referred to as the "Assigned Property."

ASSIGNMENT TERMS:

1. **DISCLAIMER OF WARRANTY.** Assignor represents and warrants that the Assigned property is free and clear of all liens created by through and under Assignor. With the exception of this single express warranty, Assignor makes this Assignment without warranty of any kind. Assignee accepts the Assigned Property without warranty of any kind by Assignor. All express or implied warranties, specifically including the implied warranties of merchantability, and fitness for a particular purpose are here by disclaimed.

2. **ASSUMPTION OF RESPONSIBILITY.** Assignors and Assignee do hereby stipulate and agree among themselves that all of the wells located upon the Leases are being assigned to Assignee and that no such wells have been abandoned by Assignors at the time of this Assignment. Assignee does hereby agree to accept all responsibility and liability for all of the Assigned Property from and after the date of this Assignment and shall indemnify and hold Assignors harmless from any, claim, damage, liability or responsibility for any of such wells or oil

and gas equipment or the repair, restoration or remediation of the real property covered by the Leases from and after the date of this Assignment, whether or not such damage, event or liability accrued prior to the date of this assignment. Within 30 days after the effective date of this Assignment Assignee shall accept an assignment of operator responsibility for all wells located on the Leases by form T-1 Transfer filed with the Conservation Division of the Kansas Corporation Commission.

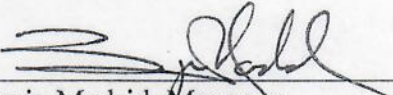
3. TRANSFER OF RIGHTS. The Assigned Property shall include all right, title and interest which Assignor may have in and to the Leases, including but not limited to, leasehold interests, regulatory authorities and permits or licenses.

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 December 9, 2019, at 12:01 p.m., central standard time.

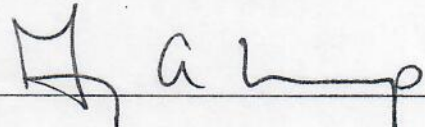
TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignee herein, its successors, personal representatives, administrators, executors and assigns forever.

KSMS OIL, LLC

By: 
Borja Madrid, Manager

STATE OF NEW YORK, COUNTY OF NEW YORK, ss:

This instrument was acknowledged before me on the 9th day of December, 2019, by Borja Madrid, manager of KSMS OIL, LLC, a Delaware limited liability company.


Notary Public

Appointment/Commission Expires: 01-22-2023

GREGORY A MOLENKAMP
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MO6386356
Qualified in New York County
My Commission Expires 01-22-2023

ACCEPTED BY:

LAYMON OIL II, LLC

By: *Michael Laymon*

STATE OF KANSAS, COUNTY OF Woodson, ss:

This instrument was acknowledged before me on the 9TH day of December, 2019, by Michael Laymon manager of LAYMON OIL II, LLC, a Kansas limited liability company.

John E. Galemore
Notary Public

Appointment/Commission Expires:



EXHIBIT A

BEINE 2 LEASE

Dated: December 21, 1977
Recorded: Book 47, Page 304
Lessors: Muriel Beine, a widow
Lessee: L and O Oil Company by J.D. Old and Gene Lewis, partners
Description: The East Half of the Northeast Quarter (E/2 NE/4) of Section 4, and the West 60 acres of the W/2 of Southwest Quarter of Section 3, all in Township 24 South, Range 15 East, Woodson County, Kansas.

D. GLEUE LEASE

Dated: March 23, 2010
Recorded: Book S91, Page 362
Lessors: Douglas R. Gleue and Karen S. Gleue, husband and wife
Lessee: Laymon Oil II, LLC
Description: East Half of Southeast Quarter (E/2 SE/4), Section 27, Township 23, Range 16, Woodson County, Kansas, containing 80 acres more or less.

D. RICH LEASE

Dated: August 28, 2013
Recorded: Book S94, Page 380
Lessors: R. Dean Rich and Charlotte Y. Rich, husband and wife
Lessee: Laymon Oil II, LLC
Description: West Half of the Southeast Quarter, Section 26, Township 23, Range 14, Woodson County, Kansas, containing 80 acres more or less.

EDWARDS LEASE

Dated: December 29, 2009
Recorded: Book S91, Page 222
Lessors: Charles D. Edwards and Wanda S. Edwards, his wife, and David C. Edwards and Janelle Edwards, his wife
Lessee: Laymon Oil II, LLC
Description: The Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of Section Twenty-nine (29), and the Southwest Quarter (SW/4) of Section Twenty (20), less and except a tract of land commencing at the Southeast corner of the Southwest Quarter (SW/4) of said Section, thence running North 80 rods, thence West 64 rods, thence South 80 rods, thence East 64 rods, to the place of beginning, AND the South Half of the Northeast Quarter (S/2 NE/4) of Section 30, Township 23 South, Range 16 East, Woodson County, Kansas.

G.W. WESTON LEASE

Dated: January __, 2012
Recorded: Book S93, Page 10
Lessors: Glen William Weston and Maxine Weston
Lessee: Laymon Oil II, LLC
Description: The South Half of Section 1, Township 24, Range 14, Woodson County, Kansas.

Dated: January __, 2012
Recorded: Book S94, Page 115
Lessors: Glen William Weston and Sheila Ray Weston, husband and wife, and Maxine Weston
Lessee: Laymon Oil II, LLC
Description: The South Half of Section 1, Township 24, Range 14, Woodson County, Kansas.

Dated: January 19, 2012
Recorded: Book S93, Page 12
Lessors: Maxine Weston
Lessee: Laymon Oil II, LLC
Description: The Southwest Quarter of Section 6, Township 24, Range 15, Woodson County, Kansas.

G. W. WESTON 2 LEASE

Dated: March 1, 2014
Recorded: Book S95, Page 220
Lessors: Glen William Weston and Sheila R. Weston, husband and wife
Lessee: Laymon Oil II, LLC
Description: Southwest Quarter and the West 52 acres in the South Half of the Southeast Quarter (SW/4 and W52 acres S/2 SE/4), Section 5, Township 24, Range 15, Woodson County, Kansas.

M. JONES LEASE

Dated: April 20, 2010
Recorded: Book S91, Page 421
Lessors: Marion E. Jones and Elizabeth J. Jones, his wife
Lessee: Laymon Oil II, Inc.
Description: The Northeast Quarter (NE/4) of Section Twenty-one (21), and the Southeast Quarter of the Southwest Quarter (SE/4 SW/4), and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section Sixteen (16), Township 24S, Range 16E, Woodson County, Kansas, containing 240 acres more or less.

McHONE LEASE

Dated: May 10, 2012
Recorded: Book S93, Page 178
Lessors: Kenneth Laymon and Regina Laymon, husband and wife, and Dudley F. McHone and Tammy R. McHone, husband and wife
Lessee: Laymon Oil II, Inc.
Description: North Half of Northwest Quarter (N/2 NW/4) of Section 8, Township 24, Range 16 East of the 6th P.M., except the following tracts: A tract beginning at the Northeast corner of the Northwest Quarter of Section 8, Township 24 South, Range 16 East of the 6th P.M., thence South 180 feet, thence West 200 feet, thence North 180 feet, thence East 200 feet, to the place of beginning, and a tract of land starting at a point 1559.79 feet East from the Northwest corner of Section 8, Township 24 South, Range 16 East, thence 550 feet South, thence 396 feet West, thence 550 feet North, thence 396 feet East to the point of beginning, Woodson County, Kansas, containing 73 acres, more or less.

MIZE LEASE

Dated: October 23, 1992
Recorded: Book 74 Misc., Page 138
Lessors: Phyllis L. Mize, a single person
Lessee: CMT Petro Resources, Inc.
Description: The West Half of the Southwest Quarter (W/2 SW/4) and Southwest Quarter of the Northwest Quarter (SW/4 NW/4) of Section 34, Township 23 South, Range 15 East, Woodson County, Kansas containing 120 acres more or less.

NEWBY LEASE

Dated: July 24, 2012
Recorded: Book S93, Page 506
Lessors: Patricia A. May, Diane O. Tolle, Jody D. Stegman and Richard D. Newby
Lessee: Laymon Oil II, LLC
Description: The Southeast Quarter (SE/4), Section 32, Township 23S, Range 16E, Woodson County, Kansas, containing 160 acres, more or less.

REINKING LEASE

Dated: October 25, 1983
Recorded: Book 60 Misc., Page 652
Lessors: Kathryn Breneman and Everett Breneman, husband and wife, and Bernice M. Reinking
Lessee: Don Coffman and Bernie Blevins
Description: The North Half (N/2) of Section Thirty-three (33), Township Twenty-three (23), Range Fifteen (15) and containing 320 acres more or less, Woodson County, Kansas.

SHEPARD LEASE

Dated: June 6, 2011
Recorded: Book S92, Page 490
Lessors: Calvin Shepard, Trustee of the Lester C. Shepard Trust dated October 12, 1987
Lessee: Laymon Oil, II, LLC, a Kansas limited liability company
Description: All that part of the South Half (S/2) of Section Seventeen (17), Township Twenty-four (24) South, Range Sixteen (16) East of the 6th P.M., Woodson County, Kansas, lying East of the right of way of the Missouri Pacific Railroad.

SHEPARD 2 LEASE

Dated: June 15, 2012
Recorded: Book S93, Page 474
Lessors: Calvin L. Shepard and Judy K. Shepard, husband and wife
Lessee: Laymon Oil II, LLC
Description: The Southwest Quarter of the Southeast Quarter (SW/4 SE/4), Section 8, Township 24, Range 16, Woodson County, Kansas, and containing 40 acres more or less.

STURDIVAN 2 LEASE

Dated: April 11, 1968
Recorded: Book 27, Page 374A
Lessors: J. M. Sturdivan and Artimecia G. Sturdivan, husband and wife
Lessee: R. K. Teichgraeber and Lewis C. Long
Description: All that part of the N/2 of SE/4 and S/2 of SE/4 lying East of the Missouri Pacific Railway Right of Way, Section 33, Township 23S, Range 16E, Woodson County, Kansas, containing 62 acres more or less.

STURDIVAN 4 LEASE

Dated: August 31, 1989
Recorded: Book 70-Misc., Page 83
Lessors: Artimecia G. Sturdivan Estate and J. M. Sturdivan, a single person
Lessee: Artimecia G. Sturdivan Estate and J. M. Sturdivan, a single person
Description: All that part of the Northeast Quarter (NE/4) of Section 4, Township 24, Range 16, lying East of the Mo-Pac Railroad right-of-way, Woodson County, Kansas.

SUTHERLAND LEASE

Dated: August 17, 2007
Recorded: Book S88, Page 638
Lessors: Donald D. Sutherland and Eugene N. Sutherland
Lessee: Laymon Oil II, LLC
Description: Northwest Quarter (NW/4) of Section 28, Township 23, Range 16, Woodson County, Kansas, containing 160 acres more or less.

Dated: August 17, 2007
Recorded: Book S89, Page 280
Lessors: Donald D. Sutherland and Marjorie L. Sutherland, husband and wife, and Eugene N. Sutherland, a single person
Lessee: Laymon Oil II, LLC
Description: Northwest Quarter (NW/4) of Section 28, Township 23, Range 16, Woodson County, Kansas, containing 160 acres more or less.