

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

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: \_\_\_\_\_

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: \_\_\_\_\_

## Surface Owners Information

Cimarron Pipeline LLC  
1601 NW Expressway, Suite 777  
OKC, OK 73118

Hermstein Farm Trust  
248 Q. Ave.  
Council Grove, KS 66846

Knighton Properties LLC  
8802 E. Clubside Cir.  
Wichita, KS 67206

Helen Olsen  
370 P Ave.  
Council Grove, KS 66846-8745

Kenneth and Janie Theel  
1750 Old Manor Road  
Emporia, KS 66801

James L. and Janet Holaday  
102 N. Jefferson  
Council Grove, KS 66846

Ronald and Charlotte Wessel Trust  
1320 Road F  
Emporia, KS 66801-7533

Steven Robert Moser  
1215 Granite Road  
Marysville, KS 66508

Debra J. Dudley  
1065 S. 200 Road  
Council Grove, KS 66846

James J. Byrum  
1065 S. 200 Road  
Council Grove, KS 66846

STATE OF KANSAS, MORRIS COUNTY

Corrine L. Blosser, Register of Deeds

Book: 248 Page: 263

Total Fees: \$191.00

COMPUTER ✓  
TRACT ✓  
MORTGAGE



Receipt #: 20419

Pages Recorded: 11

Date Recorded: 1/9/2020 1:50:00 PM

*Corrine Blosser*

Prepared by:  
Coal Creek Energy, LLC  
John Loeffelbein  
32195 West 135<sup>th</sup> Street  
Olathe, KS 66061

**ASIGNMENT, CONVEYANCE AND BILL OF SALE**

**ASSIGNOR:** Coal Creek Energy, LLC  
Global Equity Funding, LLC

**ASSIGNEE:** Everglow Energy, LLC

**Morris Co. KS**

**After recording, return to:  
Energynet Services, LLC  
7201 I-40 West, Suite 319  
Amarillo TX 79106**

Lot 64128



e. Rights and interests in and to the wells, machinery, equipment, fixtures, related inventory and personal property located on and used in connection with the operation of the property described in Exhibit "A" attached hereto ("Equipment").

THIS Assignment, Conveyance and Bill of Sale, hereinafter referred to as "Conveyance" shall be subject to the following terms, conditions or exceptions:

1. This Conveyance shall be effective as of the 1st day of JANUARY, 2020, at 7:00 a.m., local time ("Effective Time").

2. The Interests herein assigned and conveyed shall be subject to all instruments and agreements through which Assignor derived its title or to which the same are subject.

3. To the extent transferable, Assignee shall have the right of full substitution and subrogation in and to any and all rights and actions of warranty which Assignor has or may have with respect to the Interest conveyed hereunder of which Assignor has or may have against any and all preceding owners, vendors or warrantors.

4. ASSIGNOR AND ASSIGNEE ACKNOWLEDGE AND AGREE THE INTERESTS ARE TO BE CONVEYED WITHOUT WARRANTY OF TITLE. THE INTERESTS ARE CONVEYED HEREIN BY ASSIGNOR "AS IS, WHERE IS" AND IN THEIR PRESENT CONDITION WITH ALL FAULTS. ASSIGNOR HAS NOT MADE, DOES NOT HEREBY MAKE AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE AS TO, CONCERNING OR WITH RESPECT TO THE INTERESTS, INCLUDING, BUT NOT LIMITED TO (AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING), THE FOLLOWING: (A) ANY GEOLOGICAL, SEISMIC AND OTHER GEOPHYSICAL DATA; THE EXISTENCE OR EXTENT OF OIL, GAS OR MINERAL RESERVES; THE RECOVERABILITY OF OR COST OF RECOVERING ANY SUCH RESERVES; THE VALUE OF SUCH RESERVES; ANY PRODUCT PRICING ASSUMPTIONS; AND THE ABILITY TO SELL OIL OR GAS PRODUCTION AFTER CLOSING; (B) THE NATURES, QUALITY OR CONDITION OF THE INTERESTS INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL OR GEOLOGY OF THE PROPERTY SUBJECT TO THE LEASES; (C) THE EXISTING SOIL CONDITIONS OR OTHER CONDITIONS OF ANY PROPERTY SUBJECT TO THE LEASES; (D) THE INCOME TO BE DERIVED FROM ANY OF THE INTERESTS; (E) THE SUITABILITY FOR ANY AND ALL ACTIVITIES AND USES WHICH ASSIGNEE MAY CONDUCT THEREON OR THEREWITH; (F) THE COMPLIANCE OF THE INTERESTS, OR THEIR OPERATION, WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OR ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (G) THE HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INTERESTS; (H) THE GOOD AND WORKMANLIKE CONSTRUCTION OF THE

EQUIPMENT; (I) THE DESIGN OF THE EQUIPMENT; (J) THE NATURE OR QUALITY OF THE CONSTRUCTION, STRUCTURAL DESIGN AND/OR ENGINEERING OF THE EQUIPMENT; (K) THE QUALITY OF THE LABOR AND MATERIALS INCLUDED IN THE EQUIPMENT; (L) THE COMPOSITION OF THE MATERIALS INCLUDED IN THE EQUIPMENT; OR (M) ANY OTHER MATTER WITH RESPECT TO THE EQUIPMENT. WITHOUT LIMITING ANY OF THE FOREGOING, ASSIGNOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING (i) THE PRESENCE OR ABSENCE FROM THE LANDS COVERED BY THE INTERESTS OF HAZARDOUS SUBSTANCES AND/OR SOLID WASTE, AS DEFINED BY THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS PROMULGATED PURSUANT TO THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AS AMENDED ("CERCLA"); OR (ii) THE COMPLIANCE OR NONCOMPLIANCE OF THE INTERESTS WITH CERCLA, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL CLEAN AIR ACT (AS ANY OF THE SAME MAY HAVE BEEN AMENDED FROM TIME TO TIME), OR ANY OTHER STATUTE, LAW, ORDINANCE, REGULATION, ORDER OR DECREE RELATING TO ENVIRONMENTAL MATTERS.

5. As used in this Paragraph 5, and in the subparagraphs hereunder, "claims" shall include claims, demands, causes of action, liabilities, damages, penalties and judgments of any kind or character arising out of or in any way connected with the Interests and all costs and fees in connection therewith.

a. Assignee shall (i) be responsible for any and all claims arising from the production and sale of hydrocarbons from the Interests assigned hereunder, including the accounting or payment to third parties of monies attributable to their interests in such production, insofar as such claims relate to hydrocarbons produced from the Interests and sold after the Effective Time, (ii) at the Effective Time assume and be responsible for and comply with all duties and obligations of Assignor, express or implied, with respect to the Interests under or by virtue of any lease, contract, agreement, document, permit, applicable statute or rule, regulation or order of any governmental authority or at common law (specifically including, without limitation, any governmental 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 Interests) and (iii) defend, indemnify and hold Assignor harmless from any and all claims, including, but not limited to, any and all claims in favor of any person or governmental authority for personal injury, death or damage to property or to the environment, or for any other relief, arising directly or indirectly from, or incident to, the use, occupation, operation, maintenance or abandonment of any of the Interests, or conditions of the Interests, whether latent or patent, and whether arising from or contributed to by the negligence in any form of Assignor, its agents, employees or contractors, and asserted against Assignee and/or Assignor after the Effective Time, whether or not any such claims result from conditions, existing, or actions or inactions occurring, at or before the Effective Time.

b. Assignor shall (i) be responsible for any and all claims arising from the production and sale of hydrocarbons from the Interests assigned hereunder, including the accounting



or payment to third parties of monies attributable to their interests in such production, insofar as such claims relate to hydrocarbons produced and sold prior to the Effective Time and (ii) defend, indemnify and hold Assignee harmless from any and all claims asserted against Assignor prior to the Effective Time.

Assignee shall pay and defend and hold Assignor harmless with respect to the payment of all ad valorem taxes on the Interests for the 2019 Tax Period and thereafter, together with any interest or penalty assessed thereon. Regardless of the foregoing, Assignor agrees to reimburse Assignee, upon evidence from Assignee that such taxes have been paid, Assignor's proportionate share of taxes in respect of its ownership of the Interests during the Tax Period.

Assignee shall further defend and hold Assignor harmless with respect to the payment of sales taxes or other taxes in connection with this Assignment, if any, including interest or penalty assessed thereon.

All taxes (other than ad valorem and income taxes) which are imposed on or with respect to the production of oil, natural gas or other hydrocarbons or minerals or the receipt of proceeds therefrom (including but not limited to severance, production and excise taxes) shall be apportioned between the parties as follows: (i) Payment or withholding of all such taxes applicable or relating to production sold prior to the Effective Time and filing of all statements, returns and documents pertinent thereto shall be the responsibility of Assignor; and (ii) Payment or withholding of all such taxes applicable or relating to production sold from and after the Effective Time and the filing of all statements, returns, and documents incident thereto shall be the responsibility of Assignee.

Each of the parties hereto shall execute, acknowledge and deliver to the other such further instruments, conveyances, deeds, acquittances, division orders and transfer orders, and take such other actions as may be reasonably necessary to carry out the provisions of this Conveyance. However, Assignee shall assume all responsibility for notifying the purchaser of oil and gas production from the Interests, and such other designated persons who may be responsible for disbursing payments for the purchase of such production, of the change of ownership of the Interests. Assignee shall take all actions necessary to effectuate the transfer of such payments to Assignee as of the Effective Time. Assignor shall have no responsibility or liability for the proper distribution of proceeds from and after the Effective Time.

The terms and conditions contained herein shall constitute covenants running with the land and shall be binding upon the parties hereto, their legal representatives, successors, assigns and heirs.

Assignee joins in the execution hereof for the purpose of being bound by all of the terms, provisions, obligations and covenants herein specified.

TO HAVE AND TO HOLD unto Assignee, its legal representatives, successors, assigns and heirs, in accordance with the terms and provisions hereof.

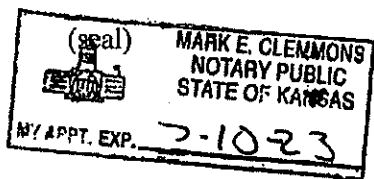


STATE OF KANSAS 3

COUNTY OF Johnson 3

This instrument was acknowledged before me on 25<sup>th</sup> Nov, 2019 by H. Michael Bursten, Managing Member of GLOBAL EQUITY FUNDING, LLC, a Nevada Limited Liability Company, on behalf of said company.   
 *HAALSONS HMB*

Given under my hand and seal of office this the 25 day of Nov, 2019.



*Mark E Clemmons*

Notary Public in and for the State of Kansas  
Printed Name Mark E Clemmons  
Commission Expiration 7-10-2023



EXHIBIT "A"

Well Name(s): A.H. Hermstein 1  
A.H. Hermstein 2  
A.H. Hermstein 3 SWD  
R.W. Cox #1  
Ed Williams 2  
E.I. Belt 1  
E.I. Belt 2  
Lucy B. Kieffer 1  
Lucy B. Kieffer 2 SWD  
Lucy B. Kieffer 5  
Lucy B. Kieffer 6  
Lucy B. Kieffer 7  
M. Hermstein 1  
M. Hermstein 2  
M. Hermstein 3  
M. Hermstein 4  
M. Hermstein 5  
Vincent 1 SWD  
Vincent 2 SWD  
Vincent Keiffer 1  
W.O. Olsen 1  
W.O. Olsen 2  
W.O. Olsen 3  
W.O. Olsen 6  
W.O. Olsen 7  
W.O. Olsen 8

Lease Date: 04/26/1949  
Lessor: Elmer I. Belt, et ux  
Book/Page: K/142  
Description: N/2 SE/4 of Section 26-T15S-R9E, Morris County, Kansas

Lease Date: 04/28/1949  
Lessor: Raymond W. Cox, et ux  
Book/Page: K/152  
Description: W/2 SE/4 of Section 23-T15S-R9E, Morris County, Kansas

Lease Date: 01/26/1950  
Lessor: The Union Central Life Insurance Co.  
Book/Page: 8/214  
Description: W/2 SE/4 of Section 23-T15S-R9E, Morris County, Kansas

Lease Date: 04/28/1949  
Lessor: A.H. Hermstein  
Book/Page: K/140

Description: SW/4 SE/4 of Section 26-T15S-R9E and N/2 NE/4 of Section 35-T15S-R9E, Morris County, Kansas

Lease Date: 04/27/1949

Lessor: August Hermstein, et ux

Book/Page: K/138

Description: SE/4 and S/2 NE/4 of Section 35-T15S-R9E, Morris County, Kansas

Lease Date: 05/04/1949

Lessor: Frank King, et al

Book/Page: K/34

Description: NE/4 of Section 26-T15S-R9E, Morris County, Kansas

Lease Date: 05/02/1949

Lessor: Vincent Kieffer, et ux

Book/Page: K/146

Description: NE/4 of Section 26-T15S-R9E, Morris County, Kansas

Lease Date: 05/02/1949

Lessor: Vincent Kieffer, et ux

Book/Page: K/135

Description: NW/4 SW/4, S/2 SW/4, SW/4 SE/4, and a tract of land approximately 1 acre in a "V" shape in the SW corner of the SE/4 SE/4 all in Section 24-T15S-R9E, Morris County, Kansas

Lease Date: 12/30/195049

Lessor: The Union Central Life Insurance Co.

Book/Page: 8/211

Description: E/2 SW/4 of Section 26-T15S-R9E and the N/2 NW/4 of Section 35-T15S-R9E, Morris County, Kansas

Lease Date: 04/26/1949

Lessor: Earnest E. Foreman

Book/Page: K/131

Description: W/2 NW/4 of Section 26-T15S-R9E, Morris County, Kansas

Lease Date: 05/02/1949

Lessor: Vincent Kieffer

Book/Page: K/136

Description: SW/4, E/2 NW/4, N/2 NE/4 of Section 25-T15S-R9E, Morris County, Kansas

Well Name(s): Olsen 1 SWD  
Olsen 2

Lease Date: 01/29/1982  
Lessor: June Olsen  
Book/Page: 29/700  
Description: S/2 NW/4 of Section 35-T15S-R9E, Morris County, Kansas

Lease Date: 01/14/1984  
Lessor: Earl M. Knighton and Mary K. Knighton, husband and wife  
Book/Page: 31/693  
Description: S/2 NW/4 of Section 35-T15S-R9E, Morris County, Kansas

Lease Date: 01/21/1984  
Lessor: Lori Lynn Heilman, a single person  
Book/Page: 31/695  
Description: S/2 NW/4 of Section 35-T15S-R9E, Morris County, Kansas

Lease Date: 01/04/1984  
Lessor: David H. Heilman and Mary E. Heilman, husband and wife  
Book/Page: 31/697  
Description: S/2 NW/4 of Section 35-T15S-R9E, Morris County, Kansas

Lease Date: 01/04/1984  
Lessor: David Randall Heilman and Joyce Heilman, husband and wife  
Book/Page: 31/699  
Description: S/2 NW/4 of Section 35-T15S-R9E, Morris County, Kansas

END OF EXHIBIT "A"



AFTER RECORDING, RETURN TO:  
ENERGYNET SERVICES LLC  
7207 I-40 WEST, SUITE 310  
AMARILLO TX 79106