

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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Form KSONA-1

July 2014

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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 **Kansas Resource Development Company**, a Nevada limited liability company, 6701 W. 64th St, Suite 312, Overland Park, KS 66202, and **S&B Operating, LLC**, a Nevada limited liability company, 6701 W. 64th St, Suite 312, Overland Park, KS 66202 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 **Brickley Enterprises, LLC**, a Kansas limited liability company, PO Box 1118, El Dorado, KS 67042, 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, formerly used or held for use 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 makes this assignment without any representation or warranty of any kind, and the assigned property is being assigned AS IS, WHERE IS and WITH ALL FAULTS. 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, merchantability of title and validity of the Leases 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 shall be considered to 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, their affiliates, and directors, officers and employees 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. ACKNOWLEDGEMENT OF CONDITION OF LEASES. Assignor and Assignee expressly acknowledge that most of the Leases have not produced either oil or gas for an extended period of time and therefore it is possible or even likely that said Leases have expired by their own terms. It is Assignee's intent to obtain ratifications of the Leases or new oil and gas leases covering the real property encumbered by the Leases, however Assignee accepts the risk that the respective landowners may not execute ratifications or a new lease and Assignee nevertheless unconditionally accepts all of the responsibilities and liabilities associated with said real property, including plugging and remediation obligations, even if Assignee does not ultimately obtain a valid oil and gas lease covering such real property. Assignee unconditionally accepts this assignment of all of Assignor's right, title, interest and responsibility with respect to the Leases and the Personal Property at its own risk and without any assurances by Assignor that new leases or ratifications can be obtained from the respective owners of the real property covered by the Leases.

4. 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.

5. 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.

6. EFFECTIVE DATE. This Conveyance shall be effective as of SEPTEMBER 1, 2020, at 12:01 a.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.

KANSAS RESOURCE DEVELOPMENT COMPANY

By: George L Shuck
George L. Shuck – Chief Financial Officer

S&B OPERATING, LLC

BY: KANSAS RESOURCE DEVELOPMENT COMPANY,
ITS MANAGER

By: George L Shuck
George L. Shuck – Chief Financial Officer

ACCEPTED BY:

BRICKLEY ENTERPRISES, LLC

By: *Jonathan Brickley*

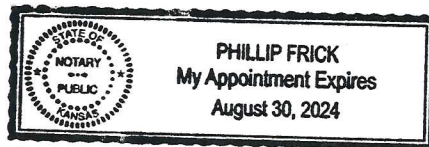
STATE OF KANSAS, COUNTY OF JOHNSON, ss:

This instrument was acknowledged before me on the 1 day of September, 2020, by George L. Shuck, Chief Financial Officer of **Kansas Resource Development Company**, a Nevada limited liability company.

Phillip Frick

Notary Public

Appointment/Commission Expires:



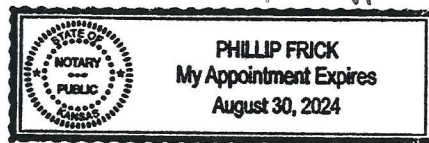
STATE OF KANSAS, COUNTY OF JOHNSON, ss:

This instrument was acknowledged before me on the 1 day of September, 2020, by George L. Shuck, Chief Financial Officer of Kansas Resource Development Company, acting in its capacity as Manager for **S&B Operating, LLC**, a Nevada limited liability company.

Phillip Frick

Notary Public

Appointment/Commission Expires:



STATE OF KANSAS, COUNTY OF BUTLER, ss:

This instrument was acknowledged before me on the 2 day of September, 2020, by JONATHAN BRICKLEY, managing member of **BRICKLEY ENTERPRISES, LLC**, a Kansas limited liability company.

Phillip Frick

Notary Public

Appointment/Commission Expires:

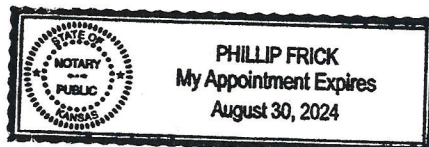


EXHIBIT 'A'

LEE PRIER LEASE

Dated: May 31, 1997
Filed: June 24, 1997
Recorded: Book 813, page 112
Lessors: V. Ray and Kathy R. McClure
Lessee: Bear Petroleum, Inc.
Description: South Half of the Northeast Quarter (S/2 NE/4), Section 2, Township 28 South, Range 4 East, Butler County, Kansas

CAMAC LEASE

Dated: September 15, 2015
Filed: November 17, 2015
Recorded: Book 2015, Page 9865
Lessors: Cole L. Camac and Cara Camac, husband and wife
Lessee: Kansas Resource Development Company
Description: Township 28 South, Range 4 East of the 6th P.M.
Section 2: Government Lot 1, EXCEPT 10 acres in square form in the Southeast corner thereof; and the East 540 feet of Government Lot 2, Butler County, Kansas.

MOYLE LEASE

Dated: June 30, 1913
Filed: August 8, 1913
Recorded: Book K, Page 114
Lessors: Henry Moyle and his wife, Josephine Moyle
Lessee: R. A. Morris, John Moyle and A. W. Skaer
Description: The Southwest Quarter of Section Thirty Five, Township Twenty Seven, Range Four East, Butler County, Kansas
(As to the Oil Rights in and Under the Moyle Lease Only)

AMBLER LEASE

Dated: May 15, 2015
Filed: May 15, 2015
Recorded: Book 2015, Page 3788
Lessors: Fyler Oil, LLC, a Kansas limited liability company, and Jim Amann and Aggie Windholz, husband and wife
Lessee: Kansas Resource Development Company
Description: The Northwest Quarter (NW/4) of Section 2, Township 28 South, Range 4 East, Butler County, Kansas.

WILSON LEASE

Dated: March 27, 2007
Recorded: Book 2007, page 7582
Lessors: Marietta L. Reed and Gene A. Reed, her husband
Lessee: J. Fred Hambright, Inc.
Description: Northeast Quarter (NE/4), Section 30, Township 24 South, Range 5 East, Butler County, Kansas

Dated: April 4, 2007

Recorded: Book 2007, page 9140
Lessors: Wilson United Methodist Church
Lessee: J. Fred Hambright, Inc.
Description: Northeast Quarter (NE/4), Section 30, Township 24 South, Range 5 East,
Butler County, Kansas