

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: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

Title: _____

Oil / Gas Purchaser: _____

Date: _____

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 _____

KDOR Lease No.: _____

[illegible]

* 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.

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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 AND BILL OF SALE

West Central Oil, LLC, a Texas limited liability company, of 7701 Broadway Street, Suite 200, San Antonio, Texas 78209, hereinafter referred to as "Assignor", for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby transfer and assign unto **Laymon Oil II, LLC**, a Kansas limited liability corporation, of 1998 Squirrel Road, Neosho Falls, Kansas 66752, hereinafter referred to as "Assignee", all of Assignor's right, title, and interest in and to the oil and gas leases described in Exhibit "A", attached hereto and expressly made a part hereof, and the rights, privileges and estates given, created and granted under said Leases described in Exhibit "A" (said oil and gas leases being hereinafter referred to as "Leases," whether one or more), together with all of Assignor's right, title, and interest in and to all contracts or agreements, permits, licenses, easements, surface leases, and rights of way relating to operations conducted on the Leases subsequent to assignment, and all of Assignor's right, title, and interest in and to the wells (except as may be designated on Exhibit "A"), equipment and personal property located on the Leases and being used solely and exclusively in connection with the production of oil and gas therefrom. The above described properties and interests to the extent transferred and assigned hereunder are referred to as "Assigned Assets."

This Assignment and Bill of Sale (the "Assignment") is made and accepted upon the following terms and conditions:

1. This Assignment shall be effective as of the 1st day of August 2020, at 7:00 a.m., local time, regardless of the date of execution.
2. THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF TITLE, EITHER EXPRESS OR IMPLIED, EXCEPT AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE LEASES, OR A PART THEREOF, BY, THROUGH, OR UNDER ASSIGNOR AND ITS PRESENT OR FORMER SUBSIDIARIES OR AFFILIATES ONLY, AND IS MADE WITH FULL SUBSTITUTION AND SUBROGATION IN AND TO ALL OF THE RIGHTS AND ACTIONS OF WARRANTY AS TO TITLE WHICH ASSIGNOR HAS OR MAY HAVE AGAINST PREDECESSORS IN TITLE, AND IS SUBJECT TO ALL VALID EXISTING ENCUMBRANCES AND AGREEMENTS, WHETHER OR NOT RECORDED, WHICH MAY AFFECT SAID LEASES AND OTHER ASSIGNED ASSETS, INCLUDING, BUT NOT LIMITED TO THOSE CONTAINED IN EXHIBIT "A" ATTACHED HERETO. ASSIGNOR DOES NOT MAKE OR PROVIDE, AND ASSIGNEE HEREBY WAIVES, ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO SAMPLES, OR CONDITION OF THE ASSIGNED ASSETS OR ANY PART THEREOF. ASSIGNOR DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY WAIVES, ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY. THE PERSONAL PROPERTY, EQUIPMENT, IMPROVEMENTS, FIXTURES, AND APPURTENANCES CONVEYED AS PART OF THE ASSIGNED ASSETS ARE SOLD AND ASSIGNEE ACCEPTS SAME "AS IS, WITH ALL FAULTS".
3. Assignor reserves and retains all claims and accounts of Assignor for recovery of money or damages, rights to insurance and indemnity coverage, rights to tax refunds, claims of Assignor of whatsoever kind under all contracts and agreements, and audit rights, if any, and adjustments resulting therefrom

attributable to the Assigned Assets with respect to any period prior to the effective date of this Assignment. Assignee shall assume all risk and liability of whatsoever nature connected with operations conducted on the Assigned Assets from and after the effective date of this Assignment.

4. Assignee accepts and assumes all obligations and liabilities related to and shall: (a) properly plug and abandon any and all wells, including any inactive wells or temporarily abandoned wells, included in the Assigned Assets, or which are present on, or have been or are drilled on, the land and premises covered by the Leases (including land and premises pooled therewith) or which otherwise are required to be plugged and abandoned as a result of obligations and liabilities imposed by or arising from the Leases or contracts and agreements related to the Assigned Assets; (b) replug any well, borehole, or previously plugged well on the land and premises covered by the Leases (including land and premises pooled therewith) to the extent required or necessary by contract, law, rule, regulation, or Lease obligation; (c) remove and properly dispose of any equipment, structures, materials, platforms, flow lines, and property of whatsoever kind related to or associated with the Assigned Assets; (d) clean up, restore, and remediate the premises covered by the Leases or related to the Assigned Assets; and (e) perform all obligations applicable to or imposed on the lessee, owner, or operator under the Leases and contracts and agreements related to the Assigned Assets or as required by applicable laws, rules, and regulations related or pertaining to the Assigned Assets. Assignee agrees to release, protect, defend, indemnify and hold Assignor, its officers, agents, and employees free and harmless from and against any and all costs, expenses, claims, demands, and causes of action of every kind and character (including claims of any lessor, governmental authority, or other person or entity) arising out of, incident to, or in connection with the obligations accepted and assumed by Assignee under this Paragraph 4, including, but not limited to plugging, replugging, and abandonment of wells and boreholes and/or abandonment of and proper disposition of any property or other equipment associated with the Assigned Assets (including, without limitation, any structures, materials, wells, casing, leasehold equipment, and other property), including bonding requirements, regardless of whether the liability therefore is based in whole or in part upon an act, omission, negligence, or strict liability of Assignor, or of the Assignee, or of some other party, and regardless of whether the liability or obligation existed or had accrued prior to this Assignment.

5 Assignee, its successors and assigns, assumes full responsibility for, and hereby releases and agrees to indemnify and defend Assignor, its agents, officers, employees, subsidiaries, and affiliates, from and against all requirements, obligations, suits, claims, demands, liabilities, expenses, losses, fines, penalties, and causes of action, brought or asserted by or arising in favor of any governmental authority or agency, person (including Assignee and Assignee's employees and agents), or entity for, on account of, related to, or resulting from personal injury, sickness, death, property damage, or loss of property, clean up, remediation, restoration of premises, contamination or pollution of natural resources (including soil, land, air, surface water, or ground water) or environmental damage, caused by, arising from, or connected in any manner with the presence, disposal, release, or discharge of any material or substance of any kind, including, without limitation, asbestos, NORM, solid waste, pollutants, contaminants, hydrocarbons, or hazardous substance, in, under, or on the Assigned Assets, or disposed, released, or discharged therefrom into the atmosphere or into or upon land or into any water course or body of water, including ground water, whether or not attributable to Assignor's activities or the activities of Assignor's officers, employees, or agents or to the activities of third parties, and REGARDLESS OF WHETHER OR NOT ASSIGNOR OR OTHER INDEMNIFIED PERSON WAS OR IS AWARE OF SUCH ACTIVITIES AND REGARDLESS OF WHETHER THE MATERIAL OR SUBSTANCE NOW EXISTS OR IS PRESENT ON THE ASSIGNED ASSETS, OR HAS BEEN RELEASED, DISCHARGED, OR DISPOSED FROM THE ASSIGNED ASSETS

PRIOR TO ASSIGNMENT TO ASSIGNEE. This indemnification and assumption includes and applies to liability for voluntary environmental response actions undertaken pursuant either to the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), as such may be amended from time to time, or to any other federal, state, or local law or regulation.


6 THE INDEMNITIES, ASSUMPTIONS OF OBLIGATIONS, AND RELEASES SET FORTH IN PARAGRAPHS 3, 4, AND 5 ABOVE SHALL APPLY WITHOUT REGARD TO WHETHER OBLIGATIONS, LIABILITY, INJURY, DEATH, DAMAGE, DESTRUCTION, LOSS OR CONTAMINATION IS CAUSED IN WHOLE OR IN PART BY THE STRICT LIABILITY, NEGLIGENCE, ACTIVE OR PASSIVE, ON THE PART OF ASSIGNOR OR OTHER INDEMNIFIED PERSON.

7 **This Assignment and Bill of Sale is made expressly subject to the Sale and Purchase Agreement between the parties effective August 1, 2020 and to the extent there is any conflict between this Assignment and the Agreement, the latter Agreement shall prevail.**

The terms and provisions hereof shall be deemed to be covenants running with the lands, Leases, and interests covered hereby and shall extend to, bind, and inure to the benefit of the parties hereto, their heirs, successors and assigns.

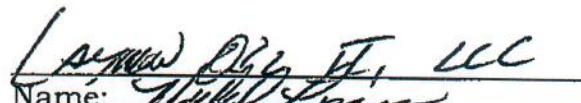
IN WITNESS WHEREOF, this Assignment is executed as of the 18th day of August 2020.

West Central Oil, LLC



Jeffrey L. Dale
Manager

Laymon Oil II, LLC

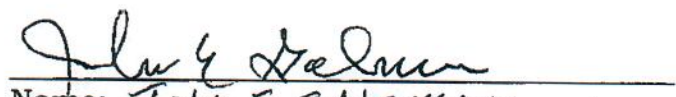


Name: Laymon Oil II, LLC
Title: Owner

ACKNOWLEDGEMENTS

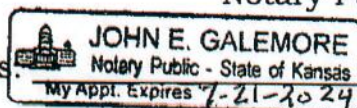
STATE OF KANSAS)
COUNTY OF Woodson)

This instrument was acknowledged before me on August 18th 2020
by **Jeffrey L. Dale** as Manager of **West Central Oil, LLC**.



Name: John E. Galemore
Notary Public

My commission expires



STATE OF KANSAS)

COUNTY OF Woodson)

This instrument was acknowledged before me on August 18, 2020
by Michael W Laymon as Managing Partner
of **Laymon Oil II, LLC.**



Name: John E Galemore
Notary Public

My commission expires: 7-21-2024



GALEMORE
State of Kansas

GALEMORE
State of Kansas

GALEMORE
State of Kansas

EXHIBIT "A"

Attached to and made a part of that certain Assignment and Bill of Sale by and between WEST CENTRAL OIL, LLC, as Assignor, and LAYMON OIL II, LLC, as Assignee, effective as of August 1, 2020:

OIL AND GAS LEASES:

Lessor: Howard William Baker, et al
Lessee: J. R. Burris and Ed Noland dba N & B Enterprises
Date of Lease: 1-27-87
Recorded: Book M-66, Pg. 622
Legal Description: E/2 SW/4 SE/4 of Section 8, Township 25 South, Range 16 East, Woodson County, KS

Lessor: France Benteman, et al
Lessee: J.R. Burris
Date of Lease: 12-5-67
Recorded: Book O & G-27, Pg.344
Legal Description: SW/4 of Section 9, Township 25 South, Range 16 East, Woodson County, KS

Lessor: Marvin R. Chambers, et al
Lessee: J.R. Burris
Date of Lease: 11-28-67
Recorded: Book O & G-27, Pg.345A
Legal Description: E/2 of Section 7, Township 25 South, Range 16 East, Woodson County, Kansas, except SE/4 SE/4 of Section 7; subject to existing highway and railway rights of way; except a tract of land described as follows: commencing at the Southwest corner of the SE/4 of said Section 7, on the East side of the public highway running North and South and on the North side of the public highway running East and West thence East 437 feet; thence North 300 feet; thence West 437 feet; thence South to the place of beginning; and also except the following: commencing at the Southwest corner of the NE/4 of said Section 7, thence East 20 rods; thence North 8 rods; thence West 20 rods; thence South 8 rods to the place of beginning used for school purposes

Lessor: Earl Davidson and Ethel Davidson
Lessee: E. J. Dunigan Jr.
Date of Lease: 2-13-68
Recorded: Book O & G-27, Pg.341A
Legal Description: E/2 SE/4 of Section 6, Township 25 South, Range 16 East, Woodson County, KS

Lessor: Loren A. Davidson and Viola K. Davidson
Lessee: Harold E. Tate
Date of Lease: 1-10-68
Recorded: Book O&G-27, Pg. 366
Legal Description: W/2 SW/4 of Section 32, Township 24 South, Range 16 East, Woodson County, KS

Lessor: Henry E. Horsch and Norma Elaine Horsch

Lessee: J.R. Burris

Date of Lease: 12-4-67

Recorded: Book O&G-27, Pg.282

Legal Description: SW/4 NE/4 of Section 21, NW/4 SE/4 of Section 8 together with North 30 feet of NW/4 SE/4 for road purposes, and all that part of the W/2 SW/4 SE/4 N of the center of Owl Creek of Section 8, E/2 NW/4 of Section 9, Township 25 South, Range 16 East, Woodson County, KS

Lessor: Henry E. Horsch and Norma Elaine Horsch

Lessee: J.R. Burris

Date of Lease: 12-4-67

Recorded: Book O&G-27, Pg. 285

Legal Description: SE/4 of Section 5, all in Township 25 South, Range 16 East, Woodson County, KS

Lessor: M.P. Clasen and Gabrielle Clasen

Lessee: J.R. Burris

Date of Lease: 12-1-68

Recorded: Book O&G-27, Pg. 291

Legal Description: NE/4 of Section 16, Township 25 South, Range 16 East, Woodson County, KS

Lessor: Bernice M. Reinking

Lessee: N & B Enterprises

Date of Lease: 10-14-80

Recorded: Book M-66, Pg. 554

Legal Description: SE/4 of Section 9, Township 25 South, Range 16 East, Woodson County, KS

Lessor: Willie Schornick and Wilda May Schornick

Lessee: J.R. Burris

Date of Lease: 12-13-67

Recorded: Book O&G-27, Pg. 292

Legal Description: W/2 NW/4 of Section 16, Township 25 South, Range 16 East, Woodson County, KS

Lessor: Charles E. Toedman

Lessee: J.R. Burris

Date of Lease: 12-5-67

Recorded: Book O&G-27, Pg. 343A

Legal Description: W/2 NW/4 of Section 9, and the W/2 NW/4 NE/4 of Section 21, Township 25 South, Range 16 East, Woodson County, KS

Lessor: Florence S. Toedman

Lessee: J.R. Burris

Date of Lease: 1-12-68

Recorded: Book O&G-27, Pg. 437

Legal Description: E/2 SE/4 of Section 8, Township 25 South, Range 16 East, Woodson County, KS