KOLAR Document ID: 1530212

Form T-1 July 2014

Form must be Typed

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form must be Signed **REQUEST FOR CHANGE OF OPERATOR** All blanks must be Filled 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 ____ Effective Date of Transfer: ____ Gas Lease: No. of Gas Wells _____ KS Dept of Revenue Lease No.: _____ Gas Gathering System: _ Lease Name: _ Saltwater Disposal Well - Permit No.: ____ . _Sec. _____Twp. _____R. ____ E W Spot Location: ______ feet from N / S Line Legal Description of Lease: feet from E / W Line Enhanced Recovery Project Permit No.: ____ Entire Project: Yes No County: _____ Number of Injection Wells _____ Production Zone(s): Field Name: _ Injection Zone(s):____ ** Side Two Must Be Completed. Surface Pit Permit No.: ____ ____feet from _____N / ___S Line of Section (API No. if Drill Pit, WO or Haul) Ε/ W Line of Section feet from Type of Pit: Emergency Burn Settling Haul-Off Workover Drilling Past Operator's License No. Contact Person: Past Operator's Name & Address: ____ Phone: Date: _ 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 _____ is acknowledged as the new operator and may continue to inject fluids as authorized by the new operator of the above named lease containing the surface pit Permit No · _____. Recommended action: ___ permitted by No.: ____ Date: _____ Date: _____ Authorized Signature Authorized Signature DISTRICT _____ EPR PRODUCTION UIC

Side Two

Must Be Filed For All Wells

* Lease Name: _			* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Secti (i.e. FSL = Feet from S		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle</i> FSL/FNL	<i>Circle</i> FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
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		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		

A separate sheet may be attached if necessary

* 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.

KOLAR Document ID: 1530212

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

Form KSONA-1
July 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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 #	Well Location:		
Name:			
Address 1:	County:		
Address 2:	Lease Name: Well #:		
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of		
Contact Person:	the lease below:		
Phone: () Fax: ()			
Email Address:			
Surface Owner Information:			
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional		
Address 1:	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		
Address 2:	county, and in the real estate property tax records of the county treasurer.		
City: State: Zip:+			

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: ______

WORKING INTEREST PURCHASE AND SALE AGREEMENT ELLIS COUNTY, KANSAS

This **Purchase and Sale Agreement** is dated this 1st day of August, 2020, and is between **ESP Development, Inc.**, Hays, Kansas (hereinafter referred to as **Owners**) Legacy Energy, LLC, a Kansas limited liability corporation, Russell, Kansas (hereinafter_collectively referred to as **Buyer**).

In consideration of the mutual promises contained herein, the mutual benefits to be derived by each party hereunder and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **Buyer** and those **Owners** who execute this **Agreement** (such **Owners** being sometimes hereinafter collectively called the **Sellers** and individually called **Seller**) agree as follows:

- 1. <u>Agreement to Sell and Purchase</u>. Subject to the terms and provisions of this Purchase and Sale Agreement (the Agreement) the Sellers agree to sell and assign and Buyer agrees to purchase 100% of Sellers' rights, titles, and interests in and to the Working Interest (WI) of:
 - a. The oil, gas and/or mineral leases described in Exhibit A hereto, and any ratifications and/or amendments to such leases, whether or not such ratifications or amendments are described in Exhibit A insofar, and only insofar, as they cover the lands described on Exhibit A (the Leases);
 - b. The oil and gas wells (producing, injecting, shut-in, and/or temporarily abandoned) located on the Leases identified in Exhibit A hereto and all property and equipment located thereon or used in connection therewith, including, but not limited to pumps, platforms, well equipment (surface and subsurface), saltwater disposal wells, injection wells, plugged wells, abandoned wells, water wells, lines and facilities, sulfur recovery facilities, compressors, compressor stations, dehydration facilities, treating facilities, pipelines, gathering systems, gathering lines, flow lines and transportation lines, valves, meters, separators, tanks, tank batteries, existing and reclaimed pits and other fixtures associated or used in conjunction with present production, gathering, storing, measuring, treating, operating, maintaining, marketing, or transportation of production from the Leases or lands pooled therewith (the Equipment);

c. To the extent transferable, all contracts and contractual rights insofar as they relate to the Leases and Equipment including, but not limited to, unit agreements and orders, servitudes, easements, rights-of-way, permits, surface leases and rights, subleases and assignments, operating agreements, farmout and farmin agreements, licenses, orders and similar rights leased or owned by Sellers and oil and gas sales, purchase, exchange, transportation, gathering and processing contracts and agreements (the Contracts).

The Leases, Equipment, and Contracts are sometimes hereafter collectively referred to as the Assets.

This sale and purchase shall be effective as of 7:00 A.M. CDST on August 1, the Effective Date.

Sellers EXCEPT and RESERVE from the Leases, Equipment and Contracts:

- a. Sellers' rights, titles, and interests in the Assets to the extent such are attributable to any time prior to the Effective Date;
- b. All rights and claims of any nature relating to the Assets which Sellers have asserted or are entitled to assert and which relate in to any time period prior to the **Effective Date**;
- c. Except as otherwise specifically herein provided, all monies, proceeds, benefits, receipts, credits, income or revenues relating to the Assets and attributable to periods prior to the **Effective Date**;
- 2. <u>Purchase Price</u>. Upon execution of this Agreement by all Sellers and subject to the other provisions of this Agreement, Buyer shall pay Sellers at closing an amount (the Purchase Price) equal to \$30,000.00, together with any amounts due pursuant to additional costs hereinbelow for delivery of an assignment with a special warranty of title to Sellers' Interests by, through and under but not otherwise in the Assets. Purchase price shall be allotted to the specific leases as such:

\$30,000.00 for the interest in the Delmar Chrisler lease to Lewis W. Eulert in Ellis County (Delmar - Exhibit A) Book 288 Page 587 and assigned to ESP Development, Inc. in Book 281 of OGL on pages 30-31. (Delmar - Exhibit B)

If less than all **Owners** execute this **Agreement**, then the **Purchase Price** will be proportionately reduced by the ratio of Sellers' net revenue interest in each Lease divided

by the Owners' net revenue interest in each of the same Leases. For the purposes hereof, **Buyer** and **Sellers** agree that the **Purchase Price** shall be allocated as follows:

- 3. <u>Entire Agreement</u>. This Agreement constitutes the entire understanding between Sellers and Buyer with regard to the subject matter hereof, superseding all prior statements, representations, discussions, agreements, and understandings. The performance and interpretation of this Agreement shall be under and pursuant to the Laws of the State of Kansas.
- 4. <u>Assignment.</u> A form of assignment is attached as Exhibit B which is incorporated herein by reference.

BUYERS

By: Chad A. Counts, President Legacy Energy, LLC

SELLERS

Max A. Eulert, President By: ESP Development, Inc.

I-43 B OIL AND G		
AGREEMENT, Made and entered intoJune_23,		10 70
Delmar E. Chrisler and Myra Chri	sler, his wife	
Lewis W. Eulert	Party of the first part, herestafter	terrend our barris
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