

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form T-1  
April 2019  
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: \_\_\_\_\_

New Operator's Email: \_\_\_\_\_

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: \_\_\_\_\_

**ASSIGNMENT OF OIL AND GAS LEASE  
AND BILL OF SALE**

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KNOW ALL MEN BY THESE PRESENTS, that JTC Oil Co., Kansas Resource Exploration & Development, LLC, Kansas Resource Development Company, RSFF, L.P., Jericho Oil (Kansas) Corp., 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 Assignors' right, title and interest to be assigned equally between Randy R. Kitchen, as Trustee of the Randy R. Kitchen Trust and Misty M. Kitchen, as Trustee of the Misty M. Kitchen Trust, hereinafter called "Assignees," its successors and assigns, in and to the following oil and gas lease and personal property:

- (A) The Oil and Gas Lease described on Exhibit A and the leasehold estate and right, privileges and interests created by said lease subject to all the terms and conditions of said oil and gas lease and extensions thereof (collectively, the "Lease"); AND
- (B) All equipment, wells, structures and personal property, to include fixtures and improvements, currently located on the Lease 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 Lease and Personal Property are collectively referred to as the "Assigned Property."

ASSIGNMENT TERMS:

1. Limited Warranty of Title. Assignors warrant that they own all of the working interest and own no royalty interest in and to the Cartwright Lease. Further, Assignors warrant that they own all personal property located on the Cartwright Lease, free and clear of any claims, debts, obligations, or suit. It is expressly understood that certain of the claims set forth in the Lawsuit allege that the Cartwright Lease has expired by its own terms therefore; no representations or warranty is made with respect to the validity of the Cartwright Lease or the compliance with the term of such lease.

2 Warranty of Disclosure of All Known Liens and Liabilities. Assignors represent and warrant that to Assignors actual knowledge (without any duty of investigate or knowledge imputed

by operation of law or otherwise) Assignors have disclosed any and all contracts, mortgages, liens and other obligations arising by, through or under Assignors existing and potential responsibilities or liabilities associated with the Cartwright Lease and all personal property located thereon.

3. DISCLAIMER OF ALL OTHER WARRANTIES. Assignor makes this assignment without any further representation or warranty of any kind, and the assigned property is being assigned AS IS, WHERE IS and WITH ALL FAULTS. Assignees accept 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 Lease are here by disclaimed.

4. ASSUMPTION OF RESPONSIBILITY. Assignors and Assignees do hereby stipulate and agree among themselves that all of the wells located upon the Lease are being assigned to Assignees and that no such wells shall be considered to have been abandoned by Assignors at the time of this Assignment. Assignees stipulate that the lease will be operated by Poverty Knob Production, LLC. Poverty Knob Production, LLC has a valid operator's license issued by the Conservation Division of the Kansas Corporation Commission ("KCC") which will entitle Poverty Knob Production, LLC to operate all wells located on the Cartwright Lease. Assignees do 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 Lease 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 Assignees shall accept an assignment of operator responsibility for all wells located on the Lease by form T-1 Transfer filed with the Conservation Division of the Kansas Corporation Commission. It is expressly understood and agreed that the indemnity obligation of Assignees to Assignors with respect to any contracts, liens, mortgages or other agreements entered into prior to this Assignment shall be subject to the warranties stated herein and shall be capped at \$10,000. Assignees' indemnification obligations to Assignors with regard to all other claims specifically including liability and responsibility for the wells or oil and gas equipment or the repair, restoration or remediation of the real property covered by the Cartwright Lease shall not be capped or limited in anyway.

5. ACKNOWLEDGMENT OF CONDITION OF LEASE. Assignor and Assignees expressly acknowledge that the Lease has not produced either oil or gas for some period of time and therefore it is possible or even likely that said Lease has expired by their own terms. Assignees accept the risk that the respective landowners may not execute a ratification or a new lease and Assignees nevertheless unconditionally accept all of the responsibilities and liabilities associated with said real property, including plugging and remediation obligations, even if Assignees do not ultimately obtain a valid oil and gas lease covering such real property. Assignees unconditionally accept this assignment of all of Assignors' right, title, interest and responsibility with respect to the Lease and the Personal Property at its own risk and without any assurances by Assignor that a new lease or ratification can be obtained from the respective owners of the real property covered by the Lease.

6. TRANSFER OF RIGHTS. The Assigned Property shall include all right, title and interest

which Assignor may have in and to the Lease, including but not limited to, leasehold interests, regulatory authorities and permits or licenses.

7. 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.

8. EFFECTIVE DATE. This Conveyance shall be effective as of November 13, 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 Assignees herein, its successors, personal representatives, administrators, executors and assigns forever.

JTC OIL CO.

By:  \_\_\_\_\_

KANSAS RESOURCE EXPLORATION & DEVELOPMENT,  
LLC

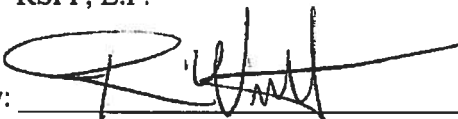
By: Kansas Resource Development Company  
its Manager

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

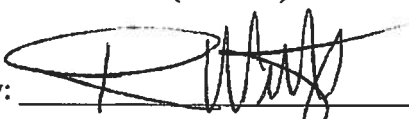
KANSAS RESOURCE DEVELOPMENT COMPANY

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

RSFF, L.P.

By:  \_\_\_\_\_

JERICO OIL (KANSAS) CORP.

By:  \_\_\_\_\_

ASSIGNOR

Randy R. Kitchen, Trustee of the Randy R. Kitchen Trust

By: [Signature]

Misty M. Kitchen, Trustee of the Misty M. Kitchen Trust

By: [Signature]

ASSIGNEE

STATE OF KANSAS, COUNTY OF JOHNSON, ss:

This instrument was acknowledged before me on the 13<sup>th</sup> day of November, 2020, by **Randy R. Kitchen, Trustee of the Randy R. Kitchen Trust.**

[Signature]  
Notary Public

Appointment/Commission Expires:



STATE OF KANSAS, COUNTY OF JOHNSON, ss:

This instrument was acknowledged before me on the 13<sup>th</sup> day of November, 2020, by **Misty M. Kitchen, Trustee of the Misty M. Kitchen Trust.**

[Signature]  
Notary Public

Appointment/Commission Expires:





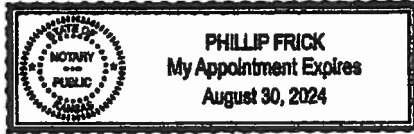
STATE OF KANSAS, COUNTY OF MEAMI, ss:

This instrument was acknowledged before me on the 12 day of NOVEMBER, 2020, by TOM CAGN, PRESIDENT of JTC Oil Co., a Kansas corporation.

*[Handwritten Signature]*

Notary Public

Appointment/Commission Expires:



STATE OF KANSAS, COUNTY OF JOHNSON, ss:

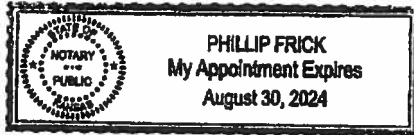
This instrument was acknowledged before me on the 12 day of NOVEMBER, 2020, by GEORGE L. SIMON, MANAGER of Kansas Resource Exploration & Development, LLC, a Nevada limited liability company.

*[Handwritten note: CHECK FINANCIAL OFFICE OF KANSAS RESOURCE DEVELOPMENT COMPANY]*

*[Handwritten Signature]*

Notary Public

Appointment/Commission Expires:



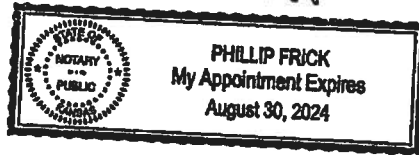
STATE OF KANSAS, COUNTY OF JOHNSON, ss:

This instrument was acknowledged before me on the 12 day of NOVEMBER, 2020, by GEORGE L. SIMON, MANAGER of Kansas Resource Development Company, a Nevada corporation.

*[Handwritten Signature]*

Notary Public

Appointment/Commission Expires:



STATE OF PENNSYLVANIA, COUNTY OF BUCKS, ss:

This instrument was acknowledged before me on the 11<sup>th</sup> day of NOVEMBER, 2020,  
by BRIAN WILLIAMSON, DIRECTOR of RSFF, L.P., a Delaware limited partnership.

Tony Blancato

Appointment/Commission Expires:  
OCTOBER 5, 2023

Notary Public  
Commonwealth of Pennsylvania - Notary Seal  
Tony Blancato, Notary Public  
Bucks County  
My commission expires October 5, 2023  
Commission number 1293680  
Member, Pennsylvania Association of Notaries

STATE OF PENNSYLVANIA, COUNTY OF BUCKS, ss:

This instrument was acknowledged before me on the 11<sup>th</sup> day of NOVEMBER, 2020,  
by BRIAN WILLIAMSON, DIRECTOR of Jericho Oil (Kansas) Corp., a Delaware corporation.

Tony Blancato

Appointment/Commission Expires:  
OCTOBER 5, 2023

Notary Public  
Commonwealth of Pennsylvania - Notary Seal  
Tony Blancato, Notary Public  
Bucks County  
My commission expires October 5, 2023  
Commission number 1293680  
Member, Pennsylvania Association of Notaries

EXHIBIT A

CARTWRIGHT LEASE

Dated: March 6, 1980  
Filed and Recorded: April 21, 1980 in Book 279, Page 403  
Re-Recorded: May 12, 1980, Book 279 of Misc., Page 614  
Lessors: Harold G. Cartwright and Helen M. Cartwright, his wife (re-recorded copy also signed by Roy M. Beets and Inez G. Beets)  
Lessee: General Energy, Inc. of Linn County  
Description: E ½ of NE ¼ of 23-18-21 except 1½ acres cemetery, 77.5 acres; NW ¼ of NE ¼ of 23-18-21, 40 acres, more or less, Miami County, Kansas