

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, CONVEYANCE AND BILL OF SALE OF WELLBORE RIGHTS ONLY

STATE OF KANSAS)
) KNOW ALL MEN BY THESE PRESENTS. THAT:
COUNTY OF BARBER)

This Assignment, Conveyance and Bill of Sale is effective as of the 1st day of January, 2021, at 7:00 a.m. at the location of the properties, ("Effective Time"), and is made by:

Pride Energy Company, an Oklahoma General Partnership, whose address is P.O. Box 701950, Tulsa, OK 74170-1950, ("Assignor") to:

North Lake Resources, LLC, whose address is 5909 NW Expressway, Suite 273, Oklahoma City, OK 73132, ("Assignee" whether one or more).

For the sum of ten (\$10.00) dollars and other good and valuable consideration paid to each of the undersigned, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and provisions set forth in this Assignment, Assignor does hereby transfer, assign and convey unto Assignee all of Assignor's rights, title and interests in and to the following described properties and interests, limited to the reservations set out on the Exhibit "A" attached hereto and made a part hereof, all of which are collectively referred to herein as the "Subject Properties", subject to any reservations described herein and on Exhibit "A" attached hereto: All rights outside of the wellbores described on the Exhibit "A" attached hereto, are being reserved by Assignor.

- (a) The wells located on the Subject Lands or on lands pooled or unitized therewith and all of the facilities, fixtures, personal property and equipment located on such lands which are used exclusively in connection with the production, treating, storing, transporting, and marketing of oil, gas, and other minerals from only such wells ("Subject Wells and Equipment").
- (b) All easements, rights of way, servitudes, surface leases, subsurface leases, rights of use, permits, licenses and all similar interests used exclusively in connection with the Subject Wells or the exploration and development of the Subject Lands, only to the extent the same may be freely assigned or transferred and only to the extent the same cover or relate to or are used in connection with the properties and interests described in (a) above ("Subject Easements"); and
- (c) All contracts and/or agreements of whatsoever kind or nature, including without limitation, unit agreements, force pooling orders, unitization orders, operating agreements, unit operating agreements, farmout and farmin agreements, letter agreements, drilling agreements, exploration agreements, options, pooling agreements, processing agreements, production sales agreements and contracts, division orders, transportation agreements, enhanced recovery and injection agreements, surface leases, leases of the personal property and equipment referred to above, permits and other orders of federal, state or local governmental and regulatory authorities and any other validly existing agreements, whether of record or not ("Subject Agreements"), only to the extent the same may be freely assigned or transferred and only insofar as the Subject Agreements pertain to or cover the properties and interests described in (a), and (b) above.

To the extent that Assignor has reserved or continues to own an interest (including overriding-royalty interests, fee mineral or leasehold interests, deep rights, or facilities, equipment, or pipelines) after the Effective Time, for which Assignor requires access across the land associated with the Subject Properties in order to exercise its rights, Assignor reserves concurrent interests in all applicable easements, rights-of-way, contracts, and other rights relating to the reserved interests and necessary as reasonably required for exploring, drilling, production, storing, or marketing oil, gas, and other hydrocarbons from the respective zones or interests of the parties, including rights to lay pipelines, water lines, and power lines; dig pits; erect structures; and perform any other act reasonably necessary to Assignor's interests.

By Assignee's acceptance of this Assignment and in consideration of the covenants and benefits derived hereunder, Assignee hereby assumes and agrees to bear, perform, be responsible for and comply with all of the covenants, requirements, claims, liabilities, responsibilities, duties and/or obligations of whatsoever kind or nature, whether express or implied, known, hidden or latent; arising out of or in connection with: (i) the Subject Agreements and/or any other contract, agreement, document, permit, applicable statute, rule, regulation or order of any governmental authority pertaining to the Subject

Properties; (ii) the condition, ownership and/or operation of the Subject Properties, including but not limited to, the obligation to plug and abandon or re-plug and abandon the Subject Wells, remediate and restore the Subject Lands and Subject Easements, the removal of the Subject Wells and Equipment, the closing of all pits, the clean-up of all environmental contamination or pollution caused by or arising out of the operation of or activities on the Subject Properties whether the same occurred or existed before, on or after the Effective Time; (iii) the clean-up and disposal of hazardous wastes, materials and/or contamination as provided below; (iv) the payment of all current and future taxes, leasehold and equipment rentals and release payments, royalties, excess royalties, shut-in royalties, minimum royalties, overriding royalty interests, production payments, net profit interests, carried working interests, oil and/or gas balancing obligations and duties associated therewith, third party billing obligations; and (v) any other matters with which the Subject Properties may be burdened, regardless of whether the same arose, occurred or accrued prior to, on or after the Effective Time.

Assignee acknowledges that the Subject Properties have been used for exploration, development, production of oil and gas, and disposal of produced water and/or saltwater, and that there may be petroleum, produced water, wastes or other materials located on, under or associated therewith and the same may contain asbestos, hazardous substances/materials, including hydrogen sulfide gas or naturally occurring radioactive material ("NORM"). NORM may affix or attach itself to the inside of the Subject Wells and Equipment and other materials and equipment as scale, or in other forms and the same may contain NORM and other wastes or hazardous substances/materials; and NORM containing material and other wastes or hazardous substances/materials may have been buried, come in contact with the soil, or otherwise been disposed of on or around the Subject Lands and Subject Easements. Special procedures may be required for the remediation, removal, transportation, or disposal of wastes, asbestos, hazardous substances/materials, including hydrogen sulfide gas, and NORM from the Subject Properties. Assignee shall control, store, handle, transport, and dispose of or discharge all materials, substances, and wastes from the Subject Properties (including produced water, hydrogen sulfide gas, drilling fluids, NORM, and other wastes), whether present before, on or after the Effective Time, in a safe and prudent manner and in accordance with all applicable laws, statutes, regulations, rules, orders, ordinances, permits or determinations of any governmental authority pertaining to health, the environment, hazardous materials or waste, wildlife or natural resources ("Environmental Laws")- Assignee shall keep records of the types, amounts, and location of materials, substances, and wastes that are stored, transported, handled, discharged, released, or disposed of onsite and offsite. Assignee shall conduct all additional testing, assessment, closure, reporting, and remedial action with respect to the Subject Properties as may be necessary to satisfy all local, state and federal requirements in effect and take such action as may be necessary to restore the Subject Properties.

Assignee hereby releases and discharges, and agrees to indemnify, save, protect, defend, and hold Assignor and its "Associated Parties," (being Assignor's partners and affiliated or related entities and the agents, officers, employees, attorneys, consultants, partners, members, directors, managers, successors and assigns of each), harmless from and against any and all "Claims and Liabilities", as hereinafter defined, arising out of or in connection with covenants, requirements, claims, liabilities, responsibilities, duties and/or obligations assumed by Assignee under the terms and provisions of this Agreement, including but not limited to any such Claims and Liabilities for injury, illness or death of any person or persons; for damage, loss, pollution, contamination, remediation, removal or modification of any personal or real property, ground water, atmosphere or the environment, including, but not limited to those arising under any Environmental Laws; and for any other Claims or Liabilities arising directly or indirectly from, or incident to, the use, occupation, ownership, operation, condition (whether latent or patent), maintenance or abandonment of any of the Subject Properties; and regardless of when or how the Claim or Liability arose, whether foreseeable or unforeseeable, whether arising from or contributed to by the active, passive, joint, sole or concurrent negligence, gross negligence or strict liability of Assignor and Associated Parties, including any strict liability under any law, regulation, order, statute, judicial doctrine or common law and Environmental Laws, and regardless of whether any such Claims or Liabilities result from any conditions, events, actions or inactions arising, occurring or accruing prior to, on or after the Effective Time hereof. The term "Claims and Liabilities" shall include all claims, demands, causes of action, lawsuits, administrative proceedings, hearings and the like asserted or filed by any person or entity, including a local, state, or federal governmental entity, and any and all losses, liabilities, damages of whatsoever kind or character (including consequential and/or punitive damages), liens, judgments, fines, penalties, expenses, the costs and expenses to remediate, clean-up, modify, remove or restore Subject Properties, and all attorney's fees; court costs, the costs and expenses associated with any administrative proceedings or hearings and other costs including experts and consultants incurred in connection with such lawsuits or administrative proceedings.

Assignee acknowledges that with respect to all of the files, records, data and other information ("Information") that has been made available or delivered to Assignee, Assignor has never made and does not make any representations, covenants or warranties, express or implied, as to the accuracy or completeness of any of such Information, including in particular but without limitation Information pertaining to the quality or quantity of hydrocarbon reserves, if any, attributable to the Subject Properties or the ability of the same to produce hydrocarbons, or that Assignee has been furnished all of the Information in Assignor's possession or under its control with respect to the Subject Properties. Assignee acknowledges that any Information heretofore furnished Assignee in connection with the Subject Properties, has been furnished it as a convenience and any reliance on or use of the same shall be at Assignee's sole risk and peril. Assignee acknowledges that any Information hereinafter furnished it by Assignor, shall be deemed to have been furnished without any representations or warranties and as a convenience to be used or relied upon at Assignee's sole risk and peril, unless otherwise expressly provided in writing.

THIS ASSIGNMENT IS EXECUTED, DELIVERED TO AND ACCEPTED BY ASSIGNEE WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND, CHARACTER OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, STATUTORY OR AT COMMON LAW, OR ARISING OTHERWISE, INCLUDING THOSE RELATED TO TITLE, EXCEPT TO THE EXTENT HEREINAFTER EXPRESSLY SET FORTH. THE SUBJECT PROPERTIES AND INTERESTS THEREIN ARE BEING CONVEYED AND ASSIGNED AND ACCEPTED BY ASSIGNEE ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS AND DEFECTS, WHETHER KNOWN, UNKNOWN OR LATENT, AND IN ITS PRESENT CONDITION AND STATE OF REPAIR, AND WITH NO REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, MARKETABILITY, QUALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND/OR THE CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE HAS INSPECTED OR HAS HAD THE OPPORTUNITY TO INSPECT THE SUBJECT PROPERTIES AND HAS SATISFIED ITSELF AS TO ITS PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND ASSIGNEE ACCEPTS THE SAME IN ITS "AS IS, WHERE IS" CONDITION AND STATE OF REPAIR AND WITH ALL FAULTS AND DEFECTS, INCLUDING BUT NOT LIMITED TO, THE PRESENCE OF NATURALLY OCCURRING RADIOACTIVE MATERIAL AND OTHER HAZARDOUS MATERIALS OR WASTE DESCRIBED OR REFERRED TO IN THIS ASSIGNMENT. IN ADDITION, ASSIGNOR HAS MADE AND MAKES NO REPRESENTATIONS, COVENANTS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, CONCERNING THE QUANTITY OR QUALITY OF HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE SUBJECT PROPERTIES, OR THE ABILITY OF THE SUBJECT PROPERTIES TO PRODUCE HYDROCARBONS, OR THE PRICES WHICH ANY ASSIGNEE IS OR WILL BE ENTITLED TO RECEIVE FOR ANY SUCH HYDROCARBONS.

ASSIGNEE AGREES THAT, TO THE EXTENT THAT THE TEXAS DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT ("DECEPTIVE TRADE PRACTICES ACT") IS APPLICABLE TO THIS TRANSACTION AND MAY BE WAIVED, ASSIGNEE, AFTER CONSULTING WITH AN ATTORNEY OF ITS OWN SELECTION, CAN AND VOLUNTARILY DOES EXPRESSLY WAIVE ALL OF ITS RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES ACT, SECTIONS 17.41 THROUGH 17.63, TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. ADDITIONALLY, ASSIGNEE VOLUNTARILY WAIVES ALL OF ITS RIGHTS UNDER ALL OTHER CONSUMER PROTECTION LAWS AND STATUTES OF OTHER STATES OR FEDERAL, WHETHER SIMILAR OF DISSIMILAR TO TEXAS' DECEPTIVE TRADE PRACTICES ACT, THAT ARE APPLICABLE TO THIS TRANSACTION, TO THE EXTENT THAT THE SAME MAY BE WAIVED BY ASSIGNEE.

The provisions of this Assignment are severable. If a court of competent Jurisdiction finds any part of this Assignment to be void, invalid, or otherwise unenforceable (except for the release, waiver, defense, and indemnity provisions) this holding will not affect the other portions that can be given effect without the invalid or void portion. Recitation of or reference to any agreement or other instrument in this Assignment, including its exhibits, does not operate to ratify, confirm, revise, or reinstate the agreement or instrument if it has previously lapsed, expired been released or otherwise terminated.

THIS ASSIGNMENT AND ITS PERFORMANCE WILL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE INTERNAL LAWS OF THE STATE OF OKLAHOMA, WITHOUT REGARD TO THE CHOICE OF LAW RULES OF ANY

JURISDICTION, INCLUDING TEXAS.

The word "includes" and its syntactical variants means "includes, but not limited to" and its corresponding syntactical variants. The rule of ejusdem generis may not be invoked to restrict or limit the scope of the general term or phrase followed by an enumeration of particular examples.

This Assignment does not convey any right, title, or interest that Assignor might acquire in or to the Subject Properties subsequent to the Effective Time.

This document is subject to a certain Purchase and Sales Agreement between Pride Energy Company, an Oklahoma General Partnership and North Lake Resources, LLC dated December 14, 2020.

TO HAVE AND TO HOLD the same unto the said Assignee forever. The provisions hereof shall be covenants running with the land and shall inure to the benefit of and be binding upon Assignor and Assignee, their respective personal representatives, successors and assigns.

IN WITNESS WHEREOF, each of the undersigned has executed this Assignment on the date such undersigned's execution is acknowledged, but the same shall be effective for all purposes as of the Effective Time.



X John W. Pride
By: John W. Pride
Title: Secretary

ASSIGNOR
Pride Energy Company,
an Oklahoma General Partnership
X Matthew L. Pride
By: Pride Production Co., Inc.
Title: General Partner
By: Matthew L. Pride
Title: President

X Rhonda Smith
Witness

ASSIGNEE
North Lake Resources, LLC
X Margaret Gillard
By: Margaret Gillard
Title: V.P. of operations

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

(Acknowledgement)

This instrument was acknowledged before me on the 17th day of December, 2020, by Matthew L. Pride, President of Pride Production Co., Inc., a General Partner of Pride Energy Company, an Oklahoma General Partnership, on behalf of said partnership.

SHARLENE K. KANOLD
NOTARY PUBLIC
TULSA COUNTY
STATE OF OKLAHOMA
COMMISSION NO. 13002145

WITNESS MY HAND AND OFFICIAL SEAL
Sharlene K. Kanold
Notary Public, State of Oklahoma
Printed Name: Sharlene K. Kanold
Commission Expires: 03-04-2021

(Acknowledgment)

STATE OF OKLAHOMA)
COUNTY OF Canadian)

The foregoing instrument was acknowledged before me on the 15th day of December, 2020, by Mary Bellard, as V.P. of North Lake Resources, LLC, and on behalf of said LLC.

WITNESS MY HAND AND OFFICIAL SEAL



Janice Tillinghast
Notary Public, State of Oklahoma
Printed Name: Janice Tillinghast
Commission Expires: 11-23-24

EXHIBIT "A"

Attached to and made a part of that certain Assignment, Conveyance and Bill of Sale of Wellbore Rights Only, dated effective as of January 1, 2021, by and between Pride Energy Company, An Oklahoma General Partnership, as Assignor, and North Lake Resources, LLC, as Assignee.

The following wells are located in Barber County, Kansas

* This Assignment is hereby conveying Wellbore Rights Only in and to the Oil and Gas Wells as described below. All rights outside of the wellbores described below, are being reserved by Assignor.

	Well Name	County	State	API	Section	Township	Range
1.	Hoyt #1-6	Barber	KS	15-007-22796	6	30S	11W
2.	Hoyt #1-7	Barber	KS	15-007-20860	7	30S	11W
3.	James #1-6	Barber	KS	15-007-22751	6	30S	11W
4.	McGuire #2-6	Barber	KS	15-007-22793	6	30S	11W
5.	McGuire #3-6	Barber	KS	15-007-22794	6	30S	11W
6.	McGuire A-1	Barber	KS	15-007-20641	6	30S	11W
7.	Romine #1-5	Barber	KS	15-007-22795	5	30S	11W