

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, BILL OF SALE AND CONVEYANCE

STATE OF KANSAS §

COUNTY OF MARION §

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (“**Assignment**”), dated effective as of the 1st day of January, 2021 at 12:01 AM where the Assets, as defined herein, are located (the “**Effective Time**”), is from **TREK AEC, LLC**, a Texas Limited Liability Company, whose mailing address is 1020 E Levee St., Suite 130, Dallas, Texas 75207 (“**Assignor**”) to **C & J PRODUCTION, LLC**, a Kansas Limited Liability Company, whose mailing address is 4 Fairway Drive, Marion, Kansas 66861 (“**Assignee**”).

NOW THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby **SELL, ASSIGN, TRANSFER, GRANT, BARGAIN** and **CONVEY** to Assignee, effective as of the Effective Time, and subject to the terms of this Assignment, all of Assignor’s right, title and interest in and to the following (all of which are called the “**Assets**”):

1. All oil and gas and mineral leases, subleases and other leasehold, royalty, overriding royalty, net profits, production payments, mineral fee, carried and other interests owned by Assignor, including but not limited to all of Assignor’s interest in the leases (and any amendments thereto and ratifications thereof) described in **Exhibit A** attached hereto and made a part hereof (“**Leases**”) and the lands described in said Leases and any amendments thereto (“**Lands**”), owned by Assignor associated with said Leases, Lands and/or Wells (as hereinafter defined), and all right, title and interest in and to the oil, gas and all other hydrocarbons in, on or under the Lands and non-hydrocarbons and other products, whether liquid or gaseous, produced in association therewith (“**Hydrocarbons**”) after the Effective Time, even though such interests in the Leases or Lands covered thereby are incorrectly or qualitatively or quantitatively deficiently and/or insufficiently described herein or a description of any such interest in the Leases or Lands is omitted herein.

2. The oil and gas wells located on the Lands, including but not limited to those described on **Exhibit B**, (“**Wells**”), and all personal property and equipment located on or used or held for use in connection with the operation of the Assets as of the Effective Time.

3. The rights, to the extent transferable, in and to all existing and effective unitization and pooling agreements, declarations and orders, and the properties covered and the units created thereby to the extent that they relate to or affect any of Assignor’s Leases, Lands, Wells, Hydrocarbons and other interests described in Paragraphs 1 and 2 or the production of Hydrocarbons, if any, attributable to said Leases, Lands, Wells, and other interests after the Effective Time.

4. The rights, to the extent transferable, in and to all oil, gas, liquids, condensate, casinghead gas and natural gas sales, purchase, exchange, gathering, transportation and processing contracts, joint operating agreements, balancing agreements, joint venture agreements, participation agreements, partnership agreements, farmout agreements and other contracts, agreements

and instruments, insofar and only insofar, as they relate to any of the Assets and other interests described in Paragraphs 1, 2, 3 and 5.

5. All personal property, fixtures, facilities, machinery, improvements, permits, licenses, approvals, orders, authorizations, franchises, servitudes, rights-of-way, easements, surface leases, road use agreements and other surface rights. All wells, tanks, boilers, buildings, pipelines, interconnects, injection facilities, saltwater disposal facilities, compression facilities, treatment facilities, processing facilities, metering or other equipment, gathering systems, other appurtenances and facilities), if any, located on or used or held for use in connection with or otherwise related to the exploration for or production, compression, gathering, treatment, processing, storing, sale, or disposal of Hydrocarbons or water produced from the Assets and other interests described in Paragraphs 1 through 4 to the extent that they are located on or used in the operation of such Assets and other interests as of the Effective Time, and all contract rights (including rights under leases to third parties) related thereto. More specifically, this Assignment does include all the personal property and improvements appurtenant to or used in connection with, including without limitation, the tanks, dehydrators, separators, compressors and other equipment located on or about the Leases.

This Assignment is made and accepted expressly subject to the following terms and conditions:

A. THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF TITLE AND WITHOUT WARRANTY OF ANY OTHER KIND, EITHER EXPRESS, IMPLIED OR STATUTORY. ASSIGNEE ACKNOWLEDGES AND AFFIRMS THAT THE ASSETS HAVE BEEN UTILIZED FOR THE PURPOSE OF EXPLORATION, PRODUCTION AND DEVELOPMENT OF OIL AND GAS, AND THAT THE ASSETS ARE CONVEYED IN THEIR "AS IS, WHERE IS" CONDITION, WITH ALL EXISTING FAULTS. ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF ANY PERSONAL PROPERTY, EQUIPMENT, FIXTURES AND ITEMS OF MOVABLE PROPERTY COMPRISING ANY PART OF THE ASSETS, INCLUDING (i) MERCHANTABILITY OR CONDITION, (ii) FITNESS FOR A PARTICULAR PURPOSE, (iii) CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (iv) ANY RIGHTS OF ASSIGNEE UNDER APPLICABLE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, AND (v) ANY CLAIM BY ASSIGNEE FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING EXPRESSLY UNDERSTOOD BY ASSIGNEE THAT SAID PERSONAL PROPERTY, FIXTURES, EQUIPMENT, AND ITEMS ARE BEING CONVEYED TO ASSIGNEE "AS IS," "WHERE IS," WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

B. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce covenants, representations and warranties, if any, given by others with respect to the Assets, to the extent of the interests assigned hereunder.

C. Assignee accepts the Assets subject to and assumes and agrees to pay, perform, fulfill and discharge all claims, costs (including but not limited to ad valorem, production, severance or excise taxes), expenses, liabilities (including but not limited to gas imbalances and environmental) and obligations in any way associated with or related to the Assets occurring **on or after** the Effective Time. Assignee shall be entitled to all revenues attributable to the Assets after the Effective Time. **Assignee agrees to defend, indemnify, save and hold harmless Assignor and its affiliates, officers, directors, shareholders, representatives, employees, agents and their successors and assigns, forever from and against all claims, costs (including reasonable attorneys' fees and court costs), expenses, losses, damages and liabilities incurred by any such indemnified party for any matters arising in connection with the**

Assets, with respect to events occurring on or after the Effective Time to the extent of the interest conveyed to Assignee herein.

Assignor agrees to pay, perform, fulfill and discharge all claims, costs (including but not limited to ad valorem, production, severance or excise taxes), expenses, liabilities (including but not limited to gas imbalances and environmental) and obligations in any way associated with or related to the Assets occurring prior to the Effective Time. Assignor shall be entitled to all revenues attributable to the Assets prior to the Effective Time. **Assignor agrees to defend, indemnify, save and hold harmless Assignee and its affiliates, officers, directors, shareholders, representatives, employees, agents and their successors and assigns forever from and against all claims, costs (including reasonable attorneys' fees and court costs), expenses, losses, damages and liabilities incurred by any such indemnified party for any matters arising in connection with the Assets, with respect to events occurring prior to the Effective Time.**

D. Assignee agrees to assume responsibility for its proportionate share of plugging requirements or exceptions thereto, including bonding requirements in and on said Wells and all other personal property used or obtained in connection therewith, from and after the Effective Time.

E. Unless provided otherwise, all recording references in Exhibit A hereto are to the official real property records of the county in which the Assets are located.

F. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns.

G. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute but one instrument.

H. EXCEPT FOR MATTERS OF TITLE, WHICH SHALL BE DETERMINED UNDER THE LAWS OF THE APPLICABLE LOCAL JURISDICTION, THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS, WITHOUT REGARD TO ANY CONFLICTS OF LAW, RULE OR PRINCIPLE THAT MIGHT REFER SAME TO THE LAWS OF ANOTHER JURISDICTION.

I. The parties hereto covenant that each will, without further consideration and whenever and as often as reasonably requested to do so by the other parties, their successors and assigns, use reasonable efforts to execute and deliver such additional documents and instruments of conveyance, transfer and assignment and to do or cause to be done all things necessary, proper or advisable to more effectively grant, sell, convey, assign, transfer and deliver to Assignee the Assets.

J. Assignor and Assignee recognize that post-closing accounting adjustments may be required in accordance with the term of this Assignment, Bill of Sale and Conveyance to properly allocate revenues, expenses and ad valorem, severance or other taxes between Assignor and Assignee based on their respective ownership of the Assets relative to the Effective Time. Assignor and Assignee agree that Assignor shall be paid for its proportionate share of all oil above the load line as of the Effective Time as a post-closing accounting adjustment. Assignor and Assignee agree that the parties will periodically account to each other for such revenues, expenses and taxes, but shall in good faith attempt to conclude such post-closing settlement no later than sixty (60) days from the closing date.

TO HAVE AND TO HOLD unto said Assignee, its successors and assigns, the above described Assets, in accordance with the terms, covenants and conditions as set out above, without warranty, either express or implied, except the warranties, covenants and agreements specifically set forth herein.

IN WITNESS WHEREOF, this Assignment is executed to be effective for all purposes as of the Effective Time.

ASSIGNOR

ASSIGNEE

TREK AEC, LLC

C & J PRODUCTION, LLC

By: *Conrad Mirochna*
Name: Conrad Mirochna
Title: Senior Vice President

By: *Michael Sigel*
Name: Michael Sigel
Title: President

ACKNOWLEDGMENTS

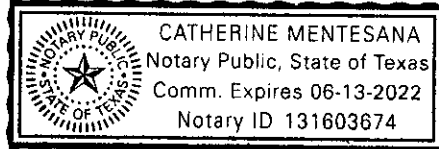
STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 21st day of January, 2021 by Conrad Mirochna, as Senior Vice President, Operations of TREK AEC, LLC, a Texas Limited Liability Company, on behalf of said Company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 21st day of January, 2021.

My commission expires:



Catherine Montesana
Notary Public, State of Texas

STATE OF KANSAS

COUNTY OF *Sedgewick*

The foregoing instrument was acknowledged before me this *25th* day of *January* 2021, by Michael Sigel, as President of C & J PRODUCTION, LLC, a Kansas Limited Liability Company, on behalf of said Company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this *25th* day of *January* 2021.

My commission expires:



Phyllis Freeman
Notary Public, State of Kansas

EXHIBIT A

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT, BILL OF SALE AND CONVEYANCE
DATED EFFECTIVE JANUARY 1, 2021 FROM TREK AEC, LLC, ASSIGNOR TO
C AND J PRODUCTION, ASSIGNEE.

| <u>LESSOR</u> | <u>LESSEE</u> | <u>DATE</u> | <u>BOOK</u> | <u>PAGE</u> | <u>DESCRIPTION</u> | <u>COUNTY</u> | <u>STATE</u> |
|---------------|----------------|-------------|-------------|-------------|---|---------------|--------------|
| MARY LOEWEN | ROBERT H. KIRK | 1/28/1954 | M63 | 613 | N/2 SW/4 & N/2 S/2 SW/4 SECTION 18-21S-3E | MARION | KANSAS |

EXHIBIT B

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ASSIGNMENT, BILL OF SALE AND CONVEYANCE
DATED EFFECTIVE JANUARY 1, 2021 FROM TREK AEC, LLC, ASSIGNOR TO
C AND J PRODUCTION, ASSIGNEE.

| <u>WELL NAME</u> | <u>API #</u> | <u>County</u> | <u>State</u> | <u>GWl</u> | <u>NRI</u> | <u>LOCATION</u> |
|------------------|--------------|---------------|--------------|------------|------------|----------------------------------|
| LOEWEN 3 SWD | 15-115-19115 | MARION | KANSAS | 1.00000000 | 0.00000000 | SE/4 SE/4 SW/4 SECTION 8-21S-3E |
| LOEWEN C 9 | 15-115-21240 | MARION | KANSAS | 1.00000000 | 0.87500000 | NW/4 NE/4 SW/4 SECTION 18-21S-3E |
| LOEWEN C 10 | 15-115-21284 | MARION | KANSAS | 1.00000000 | 0.87500000 | NE/4 NW/4 SW/4 SECTION 18-21S-3E |