

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

_____ is acknowledged as
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 _____

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: _____



WELLBORE ASSIGNMENT, BILL OF SALE, AND CONVEYANCE Date Recorded: 02/20/2020 12:56:18 PM

THAT **JEC OPERATING, L.L.C.**, whose mailing address is 921 E. Britton Road, Oklahoma City, OK 73114 (“Assignor”), for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby ASSIGN, TRANSFER, SELL, GRANT and CONVEY unto **WLW OIL & GAS, LLC**, whose mailing address is P.O. Box 1102, Kingfisher, OK 73750 (“Assignee”), its successors and assigns, subject to the reservations, exceptions, terms, covenants, and conditions below stated:

1. All of Assignor’s right, title and interest in and to the working interest and associated net revenue interest in the Wells listed on Exhibit “A” attached hereto (the “Wells”), **LIMITED TO THE WELLBORE ONLY** of said Wells.
2. All of Assignor’s right, title, and interest in and to the associated personal property, fixtures, equipment, and improvements directly used in connection with the Wells (“Associated Property”) assigned hereunder. The Wells and Associated Property assigned herein, shall be referred to collectively as the “Property Interests.”

3. **RESERVING TO ASSIGNOR**, its successors and assigns, all right, title, and interest in and to all property not specifically described herein, including, but not limited to the following:

- a) Any and all oil and gas leasehold;
- b) Any and all overriding royalty interests, and mineral interests;
- c) Any and all rights under operating agreements, letter agreements, farmouts, farmins, and/or any other agreement relating to the Property Interests and/or the sale of oil and gas that may be produced therefrom, whether executed by Assignor and/or its predecessors in title, and whether recorded or unrecorded;
- d) Any and all rights under any regulatory orders insofar as the same relate to interests reserved to Assignor;
- e) All rights, estates, lands, and interests which are not specifically assigned to Assignee by this instrument, together with all rights of ingress and egress for the purpose of exploring, developing, and operating said reserved and excepted rights, estates, lands and interests, including but not limited to the right to drill and/or produce on the lands upon which the Wells, including in the formation(s) in which said Wells are completed and/or open to production;
- f) All rights lying outside of the wellbore(s) of the Wells herein assigned, if any, are hereby reserved unto Assignor.

TO HAVE AND TO HOLD, the Property Interests unto Assignee, its successors and assigns, forever, subject to the following terms and conditions:

1. All interests, rights, duties and obligations previously reserved, either directly or indirectly, by those from whom Assignor acquired the Property Interests;
2. All operating agreements, letter agreements, farmouts, farmins, and/or any other agreement relating to the Property Interests and/or the sale of oil and gas that may be produced therefrom, whether executed by Assignor and/or its predecessors in title, and whether recorded or unrecorded;
3. All royalties, overriding royalties and other existing burdens created prior to the Agreement;

WELLBORE ASSIGNMENT, BILL OF SALE, AND CONVEYANCE
(CONTINUED)

4. Any and all rights under any regulatory orders insofar as the same relate to interests reserved to Assignor;
5. All other easements and encumbrances of records affecting the Property Interests;
6. Any and all rights reserved to Assignor hereunder.

To the extent related to the Property Interests assigned herein, Assignee expressly assumes all responsibilities of and agrees to perform its proportionate share of all of the express and implied obligations and covenants of the leases, as well as any other contractual or statutory commitments and/or obligations appurtenant thereto, as if Assignee were the original lessee to the leases, or an original party to the agreements.

Assignee represents and warrants to Assignor that Assignee is an operator in good standing and is currently in compliance with any financial assurance or bonding for operators required by any state, federal, or other authority having jurisdiction over the Property Interests and Assignee is unaware of any fact or circumstance which would preclude or inhibit Assignee's regulatory qualification to operate the Property Interests.

BY ACCEPTANCE OF THIS ASSIGNMENT, ASSIGNEE AGREES TO ASSUME (WITH RESPECT TO THE PROPERTY INTERESTS ASSIGNED): (i) any and all responsibility which the Assignor may now have or may be deemed to have at some future date under applicable governmental laws, rules and regulations, including, but not by way of limitation, compliance with all applicable statutes, codes, enactments, ordinances, treaties, protocols, conventions, declarations, laws, rules, regulations, permits, consents, approvals, authorizations, licenses and orders, writs, common law rules, decrees, injunctions or other requirements, of all applicable municipal, state, national or international authorities, agencies and regulatory bodies (hereafter "law, rule or judgment"), concerning the drilling, completion, operation and plugging and abandonment of wellbores and production related equipment including but not limited to flowlines, gathering lines, produced water lines, pipelines, valves, tanks, etc., together with any cleanup, reclamation and restoration of the wellsite (including reserve pits), surface and/or subsurface, the proper disposal of wastes, whether on the Property Interests or off, if any, and the transfer and/or assumption of applicable permits, bonds, approvals and licenses; and (ii) all responsibility and liability related to the environmental conditions of the Property Interests.

ASSIGNEE ACKNOWLEDGES THAT THE PROPERTY INTERESTS HAVE BEEN UTILIZED FOR THE PURPOSE OF EXPLORATION FOR OR PRODUCTION AND DEVELOPMENT OF OIL AND GAS AND THAT ASSIGNEE HAS BEEN INFORMED AND IS AWARE THAT OIL AND GAS PRODUCING FORMATIONS MAY CONTAIN NATURALLY OCCURRING RADIOACTIVE MATERIAL ("NORM") AND THAT SOME OIL FIELD PRODUCTION EQUIPMENT AND/OR FACILITIES MAY CONTAIN ASBESTOS AND/OR NORM.

ASSIGNEE FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD ASSIGNOR HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES ARISING FROM OR RELATED TO (I) THE FAILURE, OR ALLEGED FAILURE, TO PROPERLY DRILL, COMPLETE, OPERATE AND PLUG AND ABANDON ANY WELLBORES AND COMPLETE ANY CLEANUP, RECLAMATION OR RESTORATION OF THE SURFACE AND WELLSITE AS MAY BE REQUIRED; AND (II) THE POTENTIAL PRESENCE OF NORM, ASBESTOS AND ANY OTHER ENVIRONMENTAL CONTAMINANTS OR POLLUTANTS WHICH MAY BE IN, ON, UNDER OR NEAR THE PROPERTY INTERESTS, WHETHER SUCH LIABILITIES ARISE UNDER CONTRACT, TORT, OR STATUTE, REGARDLESS OF THE SOLE OR CONCURRENT NEGLIGENCE, FAULT, OMISSION, OR STRICT OR STATUTORY LIABILITY OF ASSIGNOR, AND REGARDLESS OF WHETHER THE LAW, RULE, OR JUDGMENT ESTABLISHING SUCH LIABILITY IS IN EXISTENCE ON THE EFFECTIVE DATE.

WELLBORE ASSIGNMENT, BILL OF SALE, AND CONVEYANCE
(CONTINUED)

ASSIGNEE HEREBY AGREES TO RELEASE, ACQUIT AND FOREVER DISCHARGE ASSIGNOR from any and all claims, demands, damages, debts, liabilities, contracts, agreements, obligations, accounts, defenses, suits, actions, causes of action or claims for relief of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract, in tort, under statute, or otherwise, for personal injuries and property damages, at law or in equity, whether heretofore or hereafter accruing which Assignee ever had or now has or may in the future have against Assignor in any way connected with, arising out of, or related in any manner to (i) the Property Interests, and/or (ii) any actions taken by or omitted to be taken by Assignor on, under, near, or connected to the Property Interests or regarding the operations thereof.

The foregoing release shall include, without limitation, any and all claims relating to or arising out of any alleged contamination, whether of land, soil, subsoil, ambient air, surface water, and/or groundwater, watercourses, wetlands, publicly owned treatment works, drains, sewer systems or septic systems on or under or near the Property Interests (including but not limited to all personal injury claims, mental and/or emotional distress claims, medical monitoring claims, and property damage claims). **ASSIGNEE COVENANTS AND AGREES THAT IT WILL NOT ATTEMPT TO AVOID THE EFFECT OF THIS RELEASE BY LATER ARGUING THAT AT THE TIME OF THE RELEASE IT DID NOT FULLY APPRECIATE THE EXTENT OF CONTAMINATION, IF ANY, ON THE PROPERTY INTERESTS.**

THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF TITLE, AND WITHOUT ANY OTHER REPRESENTATION OR WARRANTY OF ANY TYPE WHATSOEVER, EITHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTY OF FITNESS FOR ANY PURPOSE, CONDITIONS OR MERCHANTABILITY, AND WITHOUT WARRANTY OF ANY KIND OR NATURE WHATSOEVER RELATING TO THE PHYSICAL, OPERATIONAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY INTERESTS ASSIGNED HEREUNDER. WITHOUT LIMITING THE FOREGOING IN ANY WAY, ALL PERSONAL PROPERTY, FIXTURES, EQUIPMENT, IMPROVEMENTS AND APPURTENANCES ASSIGNED HEREIN ARE TRANSFERRED BY ASSIGNOR AND ACCEPTED BY ASSIGNEE "AS IS, WHERE IS AND WITH ALL FAULTS."

The terms and provisions of this Assignment shall extend to and bind the respective heirs, successors, representatives, and assigns of Assignor and Assignee.

This Assignment may be executed as one document signed by all parties, or the named parties may join by execution of a counterpart, with the same effect as if all parties executed this Assignment. It is not the intent of this Assignment to convey the interest of any party who elects not to join in the execution of this instrument. Executed signature pages from different originals of this Assignment may be combined to form one original for recording purposes.

IN WITNESS WHEREOF, this Assignment is executed by Assignor and Assignee as of the respective acknowledgement dates set out below, but after execution by all parties, shall be effective for all purposes as of **August 1, 2020** (the "Effective Date").

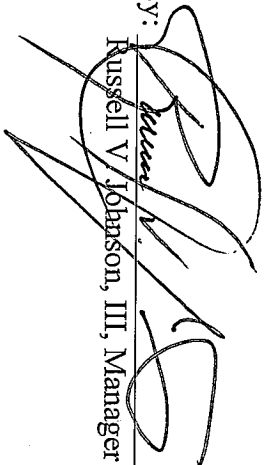
(Signatures of Assignor and Assignee commence on the following pages.)

WELLBORE ASSIGNMENT, BILL OF SALE, AND CONVEYANCE
(CONTINUED)

ASSIGNOR:

JEC OPERATING, L.L.C.

By: *Russell V. Johnson, III*
Russell V. Johnson, III, Manager



STATE OF OKLAHOMA §
 §
COUNTY OF Oklahoma §

Before me, the undersigned, a Notary Public, in and for said County and State, on this 16th day of September, 2020, personally appeared Russell V. Johnson, III, known to me to be the person whose name is subscribed to the within instrument as Manager of JEC OPERATING, L.L.C. and acknowledged to me that he executed the foregoing on behalf of the same.

In witness whereof I *do hereby* set my hand and affixed my official seal the day and year last above written.



Russell V. Johnson, III
Notary Public

WELLBORE ASSIGNMENT, BILL OF SALE, AND CONVEYANCE
(CONTINUED)

ASSIGNEE:

WLW OIL & GAS, LLC

By: *Grant Wilburn*

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

§
§
§

Before me, the undersigned, a Notary Public, in and for said County and State, on this 17th day of September, 2020, personally appeared Grant Wilburn known to me to be the person whose name is subscribed to the within instrument as Manager of WLW OIL & GAS, LLC and acknowledged to me that he executed the foregoing on behalf of the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year last above written.



Kelly A. D. Clark
Notary Public

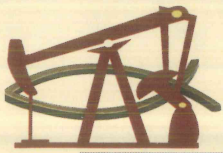
WELLBORE ASSIGNMENT, BILL OF SALE, AND CONVEYANCE
(CONTINUED)

EXHIBIT "A"

This Exhibit "A" is attached to and made a part of that certain Wellbore Assignment, Bill of Sale, and Conveyance by and between **JEC OPERATING, L.L.C.** as Assignor, and **WLW OIL & GAS, LLC** as Assignee.

MORTON COUNTY, KANSAS

WELL NAME: Cimarron Grassland 1-18
DESCRIPTION: Section 18-35S-43W



B&G Production, Inc.

1010 Oklahoma Ave.
Woodward, OK 73801

e-mail: contact@bandgproduction.net
(580) 256-5100
Fax (580) 256-5106

February 4, 2021

To Whom it May Concern

B&G Production, Inc. was the operator for JEC Operating LLC who sold to WLW Oil & Gas LLC who is having Avalanche Oil and Gas LLC operate the Cimarron Grassland 1-18.

If you need any more information please let me know, rachelhale@bandgproduction.net or 580-256-5100

Regards,

Rachel Hale
Vice President

B&G Production, Inc.
1010 Oklahoma Ave.
Woodward, OK 73801