

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: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

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 AND BILL OF SALE

JILLCO PROPERTIES, LLC, and HOLT BEAR CREEK, LLC, hereinafter referred to collectively as "Assignors", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, sell, convey and assign unto S&S OIL LEASING, hereinafter referred to as "Assignee", all of Assignors' right, title and interest in and to the working interest, in an oil and gas lease dated April 29, 1987, from Everett Ray Altenbaumer and Joyce E. Altenbaumer, Lessors, to Mid-American Hydrocarbon, Inc. recorded at Book 112, page 262 and covering the following property:

West Half of the Northeast Quarter (W/2 NE/4) of Section Twenty-six (26), Township Nineteen (19) South, Range Ten (10) West, Rice County, Kansas;

together with all of Assignors' right, title and interest in and to leasehold equipment, material or personal property used exclusively for operations of such assigned leasehold and located thereon, therein or appurtenant thereto, in its present condition. The assigned leasehold and other property and rights to be assigned are hereinafter sometimes referred to as "Assigned Assets".

This assignment is made and accepted upon the following terms and conditions:

1. **Purchase and Sale - Effective Date.** This assignment shall be effective on the 1st day of January 2021, at 12:01 A.M., local time, for all purposes including apportionment of revenue, expenses and production, hereinafter referred to as the "Effective Date", regardless of the date of execution.

2. **No Warranties.**

A. **Title.** ASSIGNEE ACCEPTS TITLE IN ITS "AS IS" CONDITION WITHOUT WARRANTY EITHER EXPRESS OR IMPLIED.

B. **Reservoir Performance.** ASSIGNORS DO NOT WARRANT THE RESERVOIR PERFORMANCE.

C. **Equipment.** ASSIGNORS DO NOT WARRANT THE MERCHANTABILITY, CONDITION OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF ANY OF THE ASSIGNED ASSETS, INCLUDING THE LEASEHOLD EQUIPMENT, MATERIAL OR PERSONAL PROPERTY, ANY SUCH WARRANTY BEING EXPRESSLY DENIED. ASSIGNEE, BY EXECUTING THIS ASSIGNMENT, AGREES TO ACCEPT THE SAME "AS IS" AND "WHERE IS" AND WITHOUT ANY REDUCTION IN PURCHASE PRICE.

D. **Information.** Assignee acknowledges that it has had a reasonable opportunity to examine title, including all agreements affecting the Assigned Assets. ASSIGNORS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE INFORMATION IN ITS LEASE AND WELL FILES AS TO ACCURACY, COMPLETENESS OR USEFULNESS FOR TITLE EXAMINATION. ASSIGNEE HAS RELIED AND WILL RELY SOLELY UPON ITS INDEPENDENT INVESTIGATION OF AND JUDGMENT WITH RESPECT TO THE ASSETS AND THEIR VALUE.

3. **Representations - Inspection.** Assignee agrees that it has had a reasonable opportunity to inspect, examine and determine the condition of the Assigned Assets, including the condition of the leasehold equipment, material or personal property, and the environmental condition of the lease, wells, equipment, buildings (if any), and facilities, and Assignee is aware of and satisfied with and accepts such conditions AS IS and Assignee assumes all risk and liability incident to the condition and use thereof and Assignor shall have no further obligation with respect thereto, from and after the Effective Date of the sale.

4. **Operations.**

A. **Liability.** Assignee assumes all risk and liability of whatsoever nature connected with operations conducted on the Assigned Assets on and after the Effective Date.

B. **Abandonment of Wells.** Assignee agrees to comply with all laws and governmental regulations with respect to abandonment of wells and/or abandonment of the Assigned Assets, or any part thereof, including, where applicable, the plugging of wells, the compliance with laws or rules regarding inactive or unplugged wells including bonding requirements, and restoration as specified in the oil and gas lease or as required by law or rules.

C. **Environmental Issues.** To the best of Assignor's knowledge, all information regarding any substantial quantity of crude oil and produced water which may have been spilled or disposed of on-site and the locations thereof, including pit closures, burial, land farming, land spreading, and underground injection has been made available to Assignee prior to Closing, provided that Assignor shall not be liable for unintentional failure to disclose such information and shall not be required to provide information which is a matter of public record or filed with governmental agencies. Assignee acknowledges that there may have been spills of these materials in the past onto the Assets described herein.

2/ASSIGNMENT AND BILL OF SALE

5. Taxes. Assignors will be responsible for all ad valorem, property taxes and other taxes assessed on, based on, or attributable to production that occurred prior to the Effective Date. Assignee will be responsible for all taxes assessed on, based on, or attributable to production that occurred after the Effective Date.

6. Miscellaneous.

- A. Records. Assignors shall deliver to Assignee all lease files, division order files, title files, abstracts, supplemental abstracts and certificates of title, surveys, agreements, contracts, and other similar materials relating to operation or ownership of the Assigned Leasehold (except papers protected by the attorney-client privilege or attorney work product or proprietary data, which includes but is not limited to interpretive geological and/or geophysical information, economic analyses, and any document or data protected by third party confidentiality agreements). Assignors shall have reasonable access to such materials for purpose of audit and determining compliance with any joint operating agreements in place as of the Effective Date, or where, in the opinion of Assignors' counsel, access is required by law or necessary to Assignors' defense or prosecution of legal actions.
- B. Oil in the Tanks. Prior to sale closing the parties shall measure the oil in the stock tank(s) above the pipeline connection, and Assignee shall at sale closing pay Assignors for their share of oil in the tank(s) above the pipeline connection valued at the price per barrel for Kansas Common Oil posted publicly by Coffeyville Resources for the prior day.
- C. Related Agreements. This assignment includes all of Assignors' interest in rights of way, easements, surface leases, licenses, disposal well agreements and other rights to the use of the surface used or held for use in connection with the production, operation, gathering, transporting, disposal and sale of hydrocarbons or water produced from the assigned lease.
- D. Operations. Assignors assign operations of the assigned lease to Assignee or its designate.
- E. This Assignment is subject to its proportionate share of overriding royalties of record.

7. Binding Effect. This assignment and bill of sale shall become effective upon signature by all of the Assignors and the Assignee identified above.

IN WITNESS WHEREOF, this Assignment is executed on the dates of the acknowledgements hereinbelow, but effective for all purposes as of the Effective Date.

JILLCO PROPERTIES, LLC

S&S OIL LEASING

By: Jill A. Holt
Jill A. Holt, Manager

BY: James M. Shultz
James M. Shultz, Owner

HOLT BEAR CREEK, LLC

By: Ivan LeRoy Holt, II
Ivan LeRoy Holt, II, Manager
ASSIGNORS

ASSIGNEE

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, ss:

This instrument was acknowledged before me on the 5th day of ~~January~~ ^{March}, 2021, by Jill A. Holt, Manager, of JILLCO PROPERTIES, LLC.

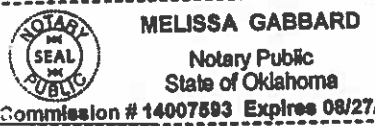
Melissa Gabbard
Notary Public

My Appointment Expires: 08/27/22


STATE OF OKLAHOMA, COUNTY OF OKLAHOMA, ss:

This instrument was acknowledged before me on the 5th day of ~~January~~ ^{March}, 2021, by Ivan LeRoy Holt, II, Manager of HOLT BEAR CREEK, LLC.

Melissa Gabbard
Notary Public

My Appointment Expires: 08/27/22


STATE OF Kansas, COUNTY OF Russell, ss:

This instrument was acknowledged before me on the 9th day of ~~January~~ ^{March}, 2021, by James M. Shultz.

Cassie J Charbonneau-Coleman
Notary Public

My Appointment Expires: _____
