

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: \_\_\_\_\_

AFFIDAVIT CONCERNING CHANGE OF LEASE OPERATOR

The undersigned, Mark G. Ptacek, of lawful age, after being first duly sworn upon his oath states:

- 1. I own working interests in several oil and gas leases operated by ESP Development, Inc. (ESP).
- 2. I am familiar with a lease operated by ESP and commonly known as the   Eulert   Lease which covers the following described property:

hereinafter referred to as the Subject Lease.

- 3. The present operator of the Subject Lease is ESP Development, Inc.
- 4. I do not own an interest in the Subject Lease, but am familiar with that lease as set forth below.
- 5. I have been informed that ESP had provided interest owners of the Subject Lease with a written Drilling Participation and Operating Agreement.
- 6. The agreement provides in part as follows:

“But Assignees reserve the right to change operators upon thirty (30) days written notice to ESP by persons owning a majority interest in the lease”.

- 7. I have been provided a list of working interest owners in the Subject Lease and the percentage of working interest owned by each owner.
- 8. A ballot was forwarded to the interest owners to determine whether the interest owners wished to change the operator of the Subject Lease from ESP Development, Inc. to Fossil Energy, LLC. Those ballots were returned to me.
- 9. I have personally reviewed the ballots which were returned by working interest owners of the Subject Lease and those ballots show that persons owning a majority interest in the Subject Lease have elected to change the operator to Fossil Energy, LLC.

10. Effective May 1, 2021, the new operator for the lease will be Fossil Energy, LLC.

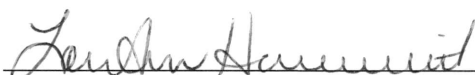
Affiant further saith naught.

SIGNED this   19   day of March, 2021.

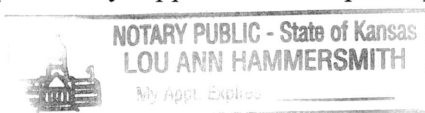
  
 \_\_\_\_\_  
 Mark G. Ptacek-Affiant

STATE OF KANSAS, RUSSELL COUNTY, ss:

Subscribed and sworn to before me this   19<sup>th</sup>   day of March, 2021, by Mark G. Ptacek.

  
 \_\_\_\_\_  
 Notary Public

My Appointment Expires:   4-13-2023  



Dear KCC,

Fossil Energy, LLC was instructed by your Legal Dept to obtain the Original Participation & Operators Agreement from ESP Development to their Shareholders. After much investigating with current shareholders, Fossil Energy has realized many of the shareholders currently are second, and in some cases third generation family members that obtained these shares from the original owners and do not have Participation & Operating Agreements. Some of these leases are 30 years old and as old as 67 years!

We have attached Fossil Energy, LLC –

Affidavit of 'Majority Ballots to change Operators' and

Fossil Energy, LLC- Joint Operating Agreement

Please advise.

FOSSIL ENERGY, LLC  
JOINT OPERATING AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between FOSSIL ENERGY, LLC, hereinafter referred to as "Operator", and \_\_\_\_\_ hereinafter referred to as "Owner", (whether one or more).

Owner owns a working interest in the following oil and gas leases which Operator has been designated to operate for the owners, to-wit:

Eulert - Sec. 3, T12S, R15W

hereinafter referred to individually as a "Subject Lease" and collectively as the "Subject Leases".

The parties to this agreement desire to set out in writing their understanding and agreement as to the manner in which the Subject Leases will be operated and developed.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. Operations. Operator shall have the right to operate and manage the Subject Leases for a commercially reasonable charge. Pumper expense shall be at a commercially reasonable rate and shall, at Operator's option, be provided either by Operator or by an independent contractor to be billed through the Operator. Owner acknowledges receipt of a schedule detailing the initial monthly operating charges for the Subject Leases. Operator reserves the right to modify monthly charges upon sixty (60) days advanced written notice to Owner.

Operator may purchase and acquire equipment and materials for the Subject Leases, hire and employ all employees necessary to be engaged in the operation of said premises, and have supervision and the authority to contract for the drilling of additional wells on said land as provided hereinbelow. Owner shall only be charged its or his proportionate part of the market value of equipment and supplies used on or in connection with the Subject Leases and the cost of operation and expenses incurred by Operator in the operation, exploration, management and supervision of the Subject Leases.

In the event of an anticipated expenditure of more than \$32,000.00, Operator may determine the approximate costs and invoice Owner in advance which will be due within fifteen (15) days of Owner's receipt of the invoice.

No additional well, on a Subject Lease, shall be drilled except by consent of owners owning a majority in interest in the working interest in the Subject Lease, but upon consent of such majority all owners are bound in the same manner as if all owners had consented.

2. Operation Billings. Owner shall receive an itemized statement specifying the expenditures made and costs of operations. Operating statements shall be due and payable within fifteen (15) days of Owner's receipt of the same.

3. Account Collection. If Owner fails, neglects or refuses to pay its or his account then said unpaid bill or portion shall draw interest at the rate of 18% per year until paid. In addition to the contractor's lien provided Operator by statute, the Owner grants Operator a security interest against Owner's interest in the Subject Lease, and the oil produced therefrom, for the amount of said unpaid bill and the costs to collect the same, including reasonable attorney fees, with the right to collect and receive all of Owner's income from a Subject Lease until said unpaid indebtedness is paid in full, and the right to foreclose its lien and cause the sale of the same to pay the account. This agreement shall serve as Owner's written authority to any purchaser of crude oil or gas produced from the Subject Leases, or any

## 2/JOINT OPERATING AGREEMENT

portion of the same, to pay the proceeds attributable to Owner's interest to Operator, its successors and assigns.

4. Insurance. Operator may carry such Workers Compensation and Public Liability Insurance as deemed prudent by Operator in the operation of the Subject Leases. Owner will pay its or his proportionate part of the cost of such insurance attributable to the Subject Leases.

5. Salvage. In the event a well should be abandoned all machinery, fixtures, buildings, power units, equipment and property belonging to the parties hereto on the Subject Lease shall be recovered, if recoverable, by Operator and such materials shall be sold by Operator and the owners receive their proportionate part of the proceeds from such sale or sales, less their proportionate part of all costs and expenses incurred relative to such salvage operations.

6. Authority to Settle Claims. Operator shall have the right to compromise, settle and adjust any claim made and to bring lawsuits and to employ counsel for the prosecution or defense of any claims that result from the exploring, developing, or operation of the Subject Leases, and all Owners will pay their proportionate part of such damages, claims and expenses.

7. Resignation or Change of Operator. Operator may with thirty (30) days advance written notice to the Owners resign as operator of one or more of the Subject Leases. The Owners of a Subject Lease owning a majority in interest of the working interest in a Subject Lease can designate a new operator with thirty (30) days advanced written notice to Operator.

8. Complete Agreement. This agreement may not be varied or altered by oral or parole evidence. The provisions of this agreement shall not be considered or construed as creating a joint venture or partnership.

9. Binding Effect. This agreement is binding upon the parties hereto, their heirs, legatees, successors, personal representatives and assigns.

SIGNED on the date set opposite the signatures below.

FOSSIL ENERGY, LLC  
BY: Steven H. Krug 3-29-2021 \_\_\_\_\_  
Steven H. Krug Date Date  
or Connie K. Krug, Each being a  
Manager of First Party  
\_\_\_\_\_  
Date  
FIRST PARTY SECOND PARTY