KOLAR Document ID: 1540014

### 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:	inteed with this form.			
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:			
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:			
Gas Gathering System:	Lease Name:			
Saltwater Disposal Well - Permit No.:				
Spot Location:feet from N / S Line	SecTwpREW			
feet from E / W Line	Legal Description of Lease:			
Enhanced Recovery Project Permit No.:				
Entire Project: Yes No	County:			
Number of Injection Wells**	Production Zone(s):			
Field Name:	Injection Zone(s):			
** Side Two Must Be Completed.				
Surface Pit Permit No.:	feet from N / S Line of Section			
(API No. if Drill Pit, WO or Haul)	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:			
r dot operator o realite di redicoso.				
	Date:			
Title:	Signature:			
New Operator's License No	Contact Person:			
New Operator's Name & Address:	Phone:			
	Oil / Gas Purchaser:			
New Operator's Email:	Date:			
Title:	Signature:			
Acknowledgment of Transfer: The above request for transfer of injection	on authorization, surface pit permit # has been			
noted, approved and duly recorded in the records of the Kansas Corporatio	n Commission. This acknowledgment of transfer pertains to Kansas Corporation			
Commission records only and does not convey any ownership interest in th	e above injection well(s) or pit permit.			
is acknowledged as	is acknowledged as			
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit			
Permit No.: Recommended action:				
. Recommended action.	permitted by No.:			
Date:	Date:			
Authorized Signature	Authorized Signature			
DISTRICT EPR	PRODUCTION UIC			

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#### Side Two

### Must Be Filed For All Wells

* Lease Name: * Location:					
		Circle: FSL/FNL	Circle: FEL/FWL _		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		

A separate sheet may be attached if necessary.

<sup>\*</sup> When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

KOLAR Document ID: 1540014

### 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 (C	athodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)		
OPERATOR: License #	Well Location:		
Name:	SecTwpS. R East		
Address 1:	County:		
Address 2:	Lease Name: Well #:		
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:		
Contact Person: Fax: ( )			
Email Address:			
Surface Owner Information:			
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional		
Address 1:	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.		
Address 2:			
City: State: Zip:+			
the KCC with a plat showing the predicted locations of lease roads, tank	lic Protection Borehole Intent), you must supply the surface owners and batteries, pipelines, and electrical lines. The locations shown on the plat the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.		
owner(s) of the land upon which the subject well is or will be lo	ct (House Bill 2032), I have provided the following to the surface cated: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form eing filed is a Form C-1 or Form CB-1, the plat(s) required by this ad email address.		
KCC will be required to send this information to the surface own	eknowledge that, because I have not provided this information, the ner(s). To mitigate the additional cost of the KCC performing this of the surface owner by filling out the top section of this form and CC, which is enclosed with this form.		
If choosing the second option, submit payment of the \$30.00 handling to form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1	fee with this form. If the fee is not received with this form, the KSONA-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**

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STATE OF KANSAS

COUNTY OF SUMNER §

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment"), dated effective as of the 1<sup>st</sup> day of February, 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 is1020 E Levee Street, Suite 130, Dallas, Texas 75207 ("Assignor") to THEODORE J. MEYER, whose mailing address is 761 n. Chicaskia Road, Conway Springs, Kansas 67031 ("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, 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).
- 2. The oil and gas wells located on the Lands, including but not limited to those described on **Exhibit A**, ("**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 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 and 4.
- 4. 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 3 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:

- 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 EXISITING FAULTS. ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES ANY WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF ANY PERSONAL PROPERTY, **FIXTURES** OF EQUIPMENT, AND ITEMS MOVABLE **PROPERTY** OF THE ASSETS, COMPRISING ANY PART INCLUDING 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

THEODORE J. MEYER

By: I Shoke f Thyse

Conrad Mirochna

Senior Vice President, Operations

### **ACKNOWLEDGMENTS**

STATE OF TEXAS

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**COUNTY OF DALLAS** 

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The foregoing instrument was acknowledged before me this 26th day of February, 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 26th day of February, 2021.

My commission expires:



Notary Public, State of Texas

Notary Public, State of Kansas

STATE OF KANSAS

COUNTY OF Sodall

The foregoing instrument was acknowledged before me this 15 day of

\_\_\_\_, 2021, by Theodore J. Meyer.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this

\_\_, 2021.

My commission expires:

PHYLLIS FREEMAN My Appointment Expires December 6, 2022

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**EXHIBIT A** 

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

#### Leases

Lessor:

Richard J. Becker

Book 170, Page 74

Lessee:

C. Robert Buford

Date:

12/21/1974

Recording: Description:

W/2 SE/4 Section 30-31S-1W, Sumner County, Kansas

2. Lessor:

Carl R. Waugh Jr, et ux

Lessee:

Zenith Drilling Corporation

Date:

1/27/1982

Recording:

Book 265, Page 488

Amended:

Book 601, Page 483

Description:

NE/4 Section 30-31S-1W, Sumner County, Kansas

### Wells

1. Well:

Becker #1

API:

15-191-20629

Location:

SE/4 NW/4 SE/4 Section 30-31S-1W, Sumner County, Kansas

GWI:

1.00000000

NRI:

0.84765625

2. Well:

Becker #4

API:

15-191-21535

Location:

NE/4 NW/4 SE/4 Section 30-31S-1W, Sumner County, Kansas

GWI:

1.00000000

NRI:

0.84765625

3. Well:

Waugh #5

API:

15-191-10025-0001

Location:

NW/4 NE/4 Section 30-31S-1W, Sumner County, Kansas

GWI: NRI:

1.00000000 0.81250000

4. Well:

Waugh #7 SWD

API:

15-191-21652

Location:

NW/4 SW/4 NE/4 Section 30-31S-1W, Sumner County, Kansas

GWI:

1.00000000

NRI:

0.81250000