

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: \_\_\_\_\_

STATE OF KANSAS )  
                  )SS:  
COUNTY OF BUTLER)

**ASSIGNMENT OF OIL AND GAS LEASE  
AND BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned **MV PARTNERS, LLC**, a Kansas limited liability company (successor by conversion to MV Partners, LP, a Kansas limited partnership), whose address is 1700 Waterfront Pkwy, Bldg. 500, Wichita, Kansas 67206, (hereinafter referred to as "Assignor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby, subject to the terms and recitations of this Assignment and other documents referenced herein, grant, convey, sell, transfer and deliver unto **D.K. Rush Oil, LLC**, whose address is 1590 SW Boyer Rd, El Dorado, KS 67042, (hereinafter referred to as "Assignee") all right, title and interest in that certain Oil and Gas Lease dated October 6, 1915, by and between John Boyer and Catherine Boyer, his wife, as Lessors and The Wichita Natural Gas Co., as Lessee, recorded in Book M Misc. at Page 126 in the Records of Butler County, Kansas, limited to and insofar and only insofar as to the

S/2SE/4SE/4 of Section 8 and the W/2SW/4SW/4 of Section 9,  
all in Township 26 South, Range 5 East,  
Butler County, Kansas

(the Subject Land). Assignor also grants, sells, conveys and transfers unto Assignee and Assignee accepts all right, title, interest and ownership in and to the Boyer A #25 well API No. 15-015-21562 located approximately 660' North, 330' East from SW corner of Sec. 9-T26S-R5E and the Boyer A #26 well, API No. 15-015-21633 (the Wells), located approximately 339' North, 660' West from SE corner of Sec. 8-T26S-R5E, Butler County, Kansas. The Subject Land and Well collectively referred to hereinafter as the "Interests". This assignment does not include any currently existing salt water disposal wells or right to dispose into Assignor's disposal system or Assignor's electric system without separate, written agreements.

ASSIGNOR MAKES NO WARRANTY AND THIS ASSIGNMENT OF OIL AND GAS LEASE AND BILL OF SALE IS EXECUTED WITHOUT ANY FURTHER WARRANTY OF TITLE, EITHER EXPRESS OR IMPLIED, WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY OF ANY OF THE WELLS AND APPURTENANCES OR ITS FITNESS FOR ANY PURPOSE, AND WITHOUT ANY OTHER EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION WHATSOEVER. IT IS UNDERSTOOD AND AGREED THAT ASSIGNEE HAS INSPECTED OR HAD SUFFICIENT OPPORTUNITY TO INSPECT THE ASSIGNED INTERESTS AND IS SATISFIED AS TO ITS PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND THAT ASSIGNEE ACCEPTS ALL OF THE SAME IN "AS IS, WHERE IS" CONDITION. IN ADDITION, ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, INFORMATION OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE IN CONNECTION WITH THE INTERESTS, OR AS TO THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE INTERESTS OR THE ABILITY OF THE INTERESTS TO PRODUCE HYDROCARBONS. ANY AND ALL SUCH DATA, INFORMATION AND OTHER MATERIALS FURNISHED BY ASSIGNOR AND ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT ASSIGNEE'S SOLE RISK.

ASSIGNEE shall, from and after the Effective date (i) assume and be responsible for and comply with all duties and obligations of ASSIGNOR, express or implied, with respect to the Interests, including, without limitation, those arising under or by virtue of any lease, contract, agreement, document, permit, applicable statute or rule, regulation or order of any governmental authority

(specifically including, without limitation, any governmental or lessor request or requirement to plug, re-plug and/or abandon any well of whatsoever type, status or classification, or take any clean-up or other action, with respect to the assigned Interests, including the removal of all structures, wells and foundations) and (ii) defend, indemnify and hold ASSIGNOR harmless from any and all claims, obligations and liabilities in connection the assigned Interests.

Oil, gas and other production from or attributable to the Purchased Properties which was produced prior to the Effective Date shall belong to ASSIGNOR. ASSIGNEE will assume all responsibility for notifying the buyer(s) of production of the change of ownership. ASSIGNEE will assume and be responsible for all costs, expenses, charges, and credits relating to operations of the Purchased Properties after the Effective Date. There will be no proration for ad valorem property taxes for the 2021 tax year.

Assignor will execute and deliver all such other and additional instruments, notices, releases, acquittance and other documents and will do all such other acts and things, as may be necessary more fully to assure to ASSIGNEE or its successors or assigns all of the respective rights and interests herein and hereby granted or intended to be granted.

Assignee shall advise Assignor, in writing, 60 days prior to plugging the last producing well(s) on the Subject Lands of Assignee's intention to plug such well(s). Assignor shall have 15 days after receipt by Assignor of such written notice to request re-assignment of the Subject Lands and upon receipt of such request, Assignee agrees to re-assign the subject lands back to Assignor on the same terms herein.

This Assignment shall be effective from and after the 1st day of April 2021, at 7:00 A.M. Central Standard Time (Effective Date).

Assignee, its successors and assigns, are to have and to hold all interest assigned herein in accordance with the terms of the oil and gas lease(s).

IN WITNESS WHEREOF, Assignor has caused its name to be affixed this 16<sup>th</sup> day of March 2016.

**ASSIGNOR**

**MV PARTNERS, LLC**

By: MV ENERGY, LLC, Manager  
By: Vess Acquisition Group, LLC  
Member MV Energy, LLC

By:   
J.M. Vess, Managing Member

**ASSIGNEE:**

**D.K. Rush Oil, LLC**

By:   
Name: David Rush, Member

**ACKNOWLEDGMENTS**

STATE OF KANSAS )  
 )SS:  
COUNTY OF SEDGWICK )

Before me, a Notary Public, within and for said county and state, on this day personally appeared J.M. Vess as Managing Member of MV Energy, LLC, Member of Vess Acquisition Group, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act of such company, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 16<sup>th</sup> day of March 2021.

My Commission Expires



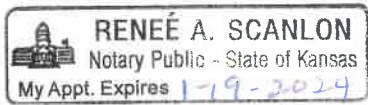
Michelle D. Henning, Notary Public

STATE OF KANSAS )  
 )SS:  
COUNTY OF BUTLER )

Before me, a Notary Public, within and for said county and state, on this day personally appeared David Rush, as Member of D.K. Rush Oil, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act of such company, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 11<sup>th</sup> day of March 2021.

My Commission Expires:



Renee A. Scanlon, Notary Public