KOLAR Document ID: 1570209

## 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:	1			
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	SecTwpRE \[ V \]			
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.	injection Zene(e).			
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:			
	Date:			
Title:	Signature:			
New Operator's License No	Contact Person:			
New Operator's Name & Address:	Phone:			
	Oil / Gas Purchaser:			
New Operator's Email:	Date:			
	Signature:			
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	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:	permitted by No.:			
Date:	Date:			
Authorized Signature	Authorized Signature			
DISTRICT EPR	PRODUCTION UIC			
I				

KOLAR Document ID: 1570209

#### Side Two

#### Must Be Filed For All Wells

KDOR Lease No.:					
* Lease Name:			* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle: FSL/FNL	<i>Circle:</i> 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		
			FEL/FWL _		
			FEL/FWL _		
			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: 1570209

## 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) CI	B-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	SecTwpS. R 🗌 East 🗌 West
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
Contact Person:	the lease below:
Phone: ( ) Fax: ( )	
Email Address:	
Surface Owner Information:	
Name:	
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
Address 2:	county, and in the real estate property tax records of the county treasurer.
City: State: Zip:+	_
are preliminary non-binding estimates. The locations may be entered.  Select one of the following:  I certify that, pursuant to the Kansas Surface Owner Notion owner(s) of the land upon which the subject well is or will	tank batteries, pipelines, and electrical lines. The locations shown on the plated on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.  The locations shown on the plated on the Form C-1 plat, or a separate plat may be submitted.  The locations shown on the plated on the Form C-1 plat, or a separate plat may be submitted.  The locations shown on the plated on the Form C-1 plat, or a separate plat may be submitted.  The locations shown on the plated on the Form C-1 plat, or a separate plat may be submitted.
CP-1 that I am filing in connection with this form; 2) if the form; and 3) my operator name, address, phone number, for	orm being filed is a Form C-1 or Form CB-1, the plat(s) required by this ax, and email address.
KCC will be required to send this information to the surface	). I acknowledge that, because I have not provided this information, the se owner(s). To mitigate the additional cost of the KCC performing this dress of the surface owner by filling out the top section of this form and the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 hand form and the associated Form C-1, Form CB-1, Form T-1, or Form	dling fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.
I hereby certify that the statements made herein are true and corre	ect to the best of my knowledge and belief.
Date: Signature of Operator or Agent:	Title:

### **ASSIGNMENT AND BILL OF SALE**

Effective Date: April 1, 2021, at 8:00 a.m. C.S.T.

Assignor (whether one or more): The undersigned assignors

Assignee and Assignee's Mailing Address:

King Operating Corporation 6142 Campbell Road Dallas, TX 75248

## **Properties and Related Assets:**

#### 1. **Properties:**

(a) The Oil, Gas and Mineral Leases and the leasehold estates created thereby, including any renewals, extensions, or amendments thereof, and any back-in reversionary interests and conversion rights attributable thereto, described on Exhibit "A" attached hereto and incorporated herein for all purposes (the "Leases"), covering or affecting the lands described on Exhibit "A," even though the Leases may be incorrectly described on Exhibit "A," INSOFAR AND ONLY INSOFAR as the Leases cover the following described land:

Section 22, Township 30 South, Range 31 West, Haskell County, Kansas; and

b) The Miller No. 1-22 Well (API #15-081-20037) and the Miller No. 2-22 Well (API #15-081-21826) located in Section 22, Township 30 South, Range 31 West, Haskell County, Kansas.

#### 2. Related Assets:

(a) The files, records and data relating to the Properties maintained by Seller, including all data interpreting and accessing engineering and geological projects, agreement files, lease files, land files, well files, well logs and other well data, maps, division order files, abstracts, title files, title opinions, production files, ad valorem property and production or severance tax files, technical, engineering and maintenance files, operations, environmental, safety and other similar information, but excluding from the foregoing those files, records and data subject to legal privilege or unaffiliated third party contractual restrictions on disclosure or transfer and all accounting records for periods prior to and before the Effective Date (the "Records"):

- (b) All rights, obligations and interests, if any, in any unit or pooled area in which the Leases are included, to the extent that these rights, obligations and interests arise from and are associated with the Leases or Wells, including without limitation, all rights and obligations derived from any unitization, pooling, operating, communization or other agreement or from any declaration or order of any governmental authority;
- (c) All hydrocarbon wells, if any, (whether producing, not producing or abandoned), water source, water injection and other injection or disposal wells and systems located on or within the geographic boundaries of the Leases, and including, without limitation, those wells (whether or not located on or within the geographic boundaries of the Leases or the "Units") described in Exhibit A (the "Wells");
- (d) Any equipment, facilities, flow lines, pipelines, gathering systems (other than gas plant gathering systems), well pads, caissons, platforms, tank batteries, improvements, fixtures, inventory, spare parts, tools, abandoned property and junk and other personal property located on the, or used or useful in connection with the Leases, Wells, the Units, or the permits and easements, or the disposal of hydrocarbons, byproducts or waste produced therefrom or attributable thereto, including, without limitation, wellhead equipment, pumps, pumping units, hydrocarbon measurement facilities, flowlines, gathering systems, piping, pipelines, compressors, tanks, buildings, treatment facilities, injection facilities, disposal facilities, compression facilities, and other materials, supplies, equipment, facilities and machinery (the "Equipment");
- (e) To the extent assignable or transferable, all easements, rights-of-way, licenses, permits, franchises, registrations, certificates, exemptions, consents, approvals, servitudes, surface leases, surface use agreements, surface fee tracts, and similar rights, obligations and interests to the extent applicable to or used in operating the Leases, Units, Wells, or Equipment;
- (f) Any royalty, net profits, reversionary, back-in, carried, convertible, non-consent, operating rights or other oil or gas interests in the Properties (the "Royalty Interests"), including all rights and obligations pertaining to the Royalty Interests;
- (g) To the extent assignable or transferable, all contractual rights, obligations and interests in: (i) except as set forth in (ii) below, all agreements and contracts applicable to the Properties, including unit agreements, farmout agreements, farmin agreements, and operating agreements, and (ii) only those hydrocarbon sales, purchase, gathering, compression, transportation, treating, marketing, exchange, processing and fractionating agreements, INSOFAR ONLY as (i) and (ii) cover and apply to any or all of the Leases, Units, Wells,

Equipment, Permits and Easements and Royalty Interests (collectively, the "Related Contracts"); and

(h) All oil, gas, distillate, condensate, casinghead gas and other liquid or gaseous hydrocarbons, and other minerals produced from or attributable to the Properties, and proceeds attributable thereto, to the extent attributable to the period of time on or after the Effective Date.

Conveyance: Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants, sells, conveys, assigns, and delivers to Assignee all of Assignor's right, title, and interest in and to the Properties and Related Assets, subject to the terms and provisions of this Assignment and Bill of Sale ("this Assignment").

**Permitted Encumbrances:** This Assignment is made and accepted subject to all items of record, including any Leases, assignments, and other instruments or agreements through which Assignor received its interest in any of the Properties and Related Assets, and all agreements, documents, or other instruments burdening or applicable to the Properties and Related Assets, or any of them, to the extent they are valid and subsisting, properly recorded of record as of the Effective Date, and affect the Properties and Related Assets.

Assumed Liabilities: As of the Effective Date, Assignee hereby assumes its proportionate share of all liabilities, duties, and obligations of Assignor relative to the ownership and operation of the Properties and Related Assets, including bearing Assignee's proportionate share of all royalties, excess royalties, overriding royalties, production payments, back-in reversionary interests, conversion rights, and similar interests in production now burdening the Leases. Assignor hereby retains its proportionate share of all liabilities, duties, and obligations relative to the ownership and operation of the Properties and Related Assets prior to the Effective Date, including bearing Assignor's proportionate share of all royalties, excess royalties, overriding royalties, production payments, back-in reversionary interests, conversion rights, and similar interests in production now burdening the Leases.

**Overriding Royalty Interests:** Assignors hereby reserve any and all overriding royalty interests they currently own in the Properties and Related Assets described in this Assignment and Bill of Sale.

Warranties: ASSIGNOR COVENANTS TO WARRANT AND FOREVER DEFEND TITLE AGAINST CLAIMS AND DEMANDS UNTO ASSIGNEE, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND BY ANY PERSONS CLAIMING BY, THROUGH OR UNDER ASSIGNOR. EXCEPT AS OTHERWISE PROVIDED IN THIS ASSIGNMENT AND BILL OF SALE, ASSIGNOR CONVEYS THE PERSONAL PROPERTY, EQUIPMENT, INVENTORY, MACHINERY AND FIXTURES AS-IS, WHERE-IS AND WITH ALL FAULTS AND EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS WARRANTY OF (A) MERCHANTABILITY, (B) FITNESS FOR A PARTICULAR PURPOSE, (C) CONFORMITY TO MODELS OR SAMPLES OF MATERIALS AND (D) FREEDOM FROM REDHIBITORY VICES OR DEFECTS. ASSIGNOR ALSO EXPRESSLY

DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS WARRANTY AT COMMON LAW, BY STATUTE OR OTHERWISE RELATING TO THE ACCURACY OF ANY OF THE INFORMATION FURNISHED WITH RESPECT TO THE EXISTENCE OR EXTENT OF RESERVES OR THE VALUE OF THE PROPERTIES BASED THEREON OR THE CONDITION OR STATE OF REPAIR OF ANY OF THE PROPERTIES AND RELATED ASSETS: THIS DISCLAIMER ALSO EXTENDS TO THE EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY AS TO THE PRICES ASSIGNEE AND ASSIGNOR ARE OR WILL BE ENTITLED TO RECEIVE FROM PRODUCTION OF HYDROCARBONS FROM THE PROPERTIES. ASSIGNEE HEREBY WAIVES ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE ACCURACY, MATERIALITY OF THE INFORMATION, REPORTS, COMPLETENESS OR PROJECTIONS, MATERIALS, RECORDS, AND DATA NOW, HERETOFORE, OR HEREAFTER FURNISHED OR MADE AVAILABLE TO ASSIGNEE IN CONNECTION WITH THE PROPERTIES AND RELATED ASSETS OR THIS ASSIGNMENT (INCLUDING ANY DESCRIPTION OF THE PROPERTIES AND RELATED ASSETS, WORKING INTERESTS OR NET REVENUE INTERESTS, QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY), PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, PRICING ASSUMPTIONS, ABILITY OR POTENTIAL FOR PRODUCTION OF HYDROCARBONS FROM THE LEASES, ENVIRONMENTAL CONDITION OF THE PROPERTIES AND RELATED ASSETS. OR ANY OTHER MATTERS CONTAINED IN ANY OTHER MATERIAL FURNISHED OR MADE AVAILABLE TO ASSIGNEE BY ASSIGNOR OR BY ASSIGNOR'S AGENTS OR REPRESENTATIVES). ASSIGNEE ACKNOWLEDGES THAT THIS WAIVER IS CONSPICUOUS.

ASSIGNEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS **Indemnity:** ASSIGNOR FROM AND AGAINST ANY AND ALL DAMAGES, LOSSES, LIABILITIES, OBLIGATIONS, PAYMENTS, AMOUNTS PAID IN SETTLEMENT, FINES, PENALTIES, COSTS (INCLUDING REASONABLE FEES AND EXPENSES OF ATTORNEYS, ACCOUNTANTS AND OTHER PROFESSIONAL ADVISORS, AS WELL AS OF EXPERT WITNESSES, AND OTHER COSTS OF INVESTIGATION, PREPARATION AND LITIGATION IN CONNECTION WITH ANY PLEADING, CLAIM, DEMAND OR OTHER ACTION) OF ANY KIND OR NATURE WHATSOEVER, ("LOSSES") SUFFERED BY ASSIGNOR RELATING TO THE OWNERSHIP OR OPERATION OF THE PROPERTIES AND RELATED ASSETS ARISING AFTER THE EFFECTIVE DATE, INCLUDING BUT NOT LIMITED TO (A) ACCIDENTS OR INJURIES ASSOCIATED WITH ANY WELLS, FACILITIES, THE CASINGS, AND ALL OTHER LEASEHOLD EQUIPMENT IN AND ON ANY WELLS, GATHERING LINES, PIPELINES, TANKS AND ALL OTHER PERSONAL PROPERTY AND FIXTURES USED ON OR IN CONNECTION WITH THE PROPERTIES AND RELATED ASSETS, AND (B) ALL ADVERSE ENVIRONMENTAL CONDITIONS, INCLUDING THE PRESENCE OF HYDROGEN SULFIDE GAS, INCLUDING ANY SUCH CONDITIONS ARISING OUT OF OR RELATING TO ANY DISCHARGE, RELEASE, PRODUCTION, STORAGE, TREATMENT OR ANY ACTIVITIES ON OR IN THE PROPERTIES, OR THE MIGRATION OR TRANSPORTATION FROM ANY OTHER LANDS TO THE PROPERTIES AFTER THE EFFECTIVE DATE, OF MATERIALS OR

SUBSTANCES THAT ARE AT PRESENT, OR BECOME IN THE FUTURE, SUBJECT TO REGULATION UNDER FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, WHETHER SUCH LAWS OR REGULATIONS NOW EXIST OR ARE HEREAFTER ENACTED, NOT INCLUDING ANY LOSSES TO THE EXTENT ARISING IN WHOLE OR IN PART FROM THE SOLE OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF ASSIGNOR.

ASSIGNOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS ASSIGNEE AGAINST ANY AND ALL LOSSES SUFFERED BY ASSIGNEE RELATING TO THE OWNERSHIP OR OPERATION OF THE PROPERTIES AND RELATED ASSETS ARISING ON OR BEFORE THE EFFECTIVE DATE, INCLUDING BUT NOT LIMITED TO (A) ACCIDENTS OR INJURIES ASSOCIATED WITH ANY WELLS, FACILITIES, THE CASINGS. AND ALL OTHER LEASEHOLD EQUIPMENT IN AND ON ANY WELLS, GATHERING LINES, PIPELINES, TANKS AND ALL OTHER PERSONAL PROPERTY AND FIXTURES USED ON OR IN CONNECTION WITH THE PROPERTIES AND RELATED ASSETS, AND (B) ALL ADVERSE ENVIRONMENTAL CONDITIONS, INCLUDING THE PRESENCE OF HYDROGEN SULFIDE GAS, INCLUDING ANY SUCH CONDITIONS ARISING OUT OF OR RELATING TO ANY DISCHARGE, RELEASE, PRODUCTION, STORAGE, TREATMENT OR ANY ACTIVITIES ON OR IN THE PROPERTIES, OR THE MIGRATION OR TRANSPORTATION FROM ANY OTHER LANDS TO THE PROPERTIES ON OR BEFORE THE EFFECTIVE DATE, OF MATERIALS OR SUBSTANCES THAT ARE AT PRESENT, OR BECOME IN THE FUTURE, SUBJECT TO REGULATION UNDER FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS. WHETHER SUCH LAWS OR REGULATIONS NOW EXIST OR ARE HEREAFTER ENACTED, NOT INCLUDING ANY LOSSES TO THE EXTENT ARISING IN WHOLE OR IN PART FROM THE SOLE OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF ASSIGNEE.

#### Miscellaneous:

- 1. This Assignment is made with full substitution and subrogation of Assignee in and to all covenants and warranties by others heretofore given or made in respect of the Properties and Related Assets or any part thereof.
- 2. The parties agree to take such further actions and to execute, acknowledge, and deliver all such additional instruments as may be necessary to fully effectuate the assignment and conveyance to Assignee of all of the Properties and Related Assets as intended by this Assignment.
- 3. This Assignment may be executed in any number of counterparts, each of which shall be considered an original for all purposes. The signature and acknowledgment pages of each counterpart may be incorporated into one document for the purpose of recording such document in the appropriate records of the county where the Properties and Related Assets are located.

4. This Assignment shall be binding upon, and inure to the benefit of, Assignor and Assignee and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the dates of their respective acknowledgements, but effective for all purposes as of the Effective Date.

(Signatures and acknowledgments are on the following pages.)

#### **ASSIGNOR:**

## CSODA OPERATING COMPANY, LLC,

By:

Gilbert D. Brown, President

P.O. Box 7506

Amarillo, Texas 79114-7506

## <u>ACKNOWLEDGMENT</u>

STATE OF TEXAS

COUNTY OF Randall

ACKNOWLEDGED BEFORE ME this 18th day of March, 2021, by Gilbert D. Brown, President of CSODA Operating Company, LLC, on behalf of the company.

**BRUCE E. PAYNE** Notary Public, State of Texas Notary ID #6398944 My Commission Expires 04-19-2022

## **ASSIGNEE:**

KING OPERATING CORPORATION

By: James R. Young

Chief Executive Officer

## **ACKNOWLEDGMENT**

STATE OF TEXAS

§

COUNTY OF DAILAS

§ §

Notary Public, State of Texas

\*\*

MARCELLA SMITH My Notary ID # 12379740 Expires June 27, 2021

#### **EXHIBIT "A"**

To that certain ASSIGNMENT AND BILL OF SALE between CSODA Operating, LLC, d/b/a H&L Operating Co., LLC, et al., as Assignor, and King Operating Corporation, as Assignee, effective April 1, 2021

#### Leases:

DATE: September 12, 1973

LESSOR: Phyllis B. and Elbie G. McNeil

LESSEE: Phyllis B. McNeil RECORDING: Book 52, Page 689

LANDS COVERED: NW ¼ of Section 22-T30S-R31W,

Haskell County, Kansas.

DATE: September 19, 1973

LESSOR: Alfred W. and Margaret L. Miller

LESSEE: B.M. Ingram

RECORDING: Book 52, Page 606-607

LANDS COVERED: NE ¼ of Section 22-T30S-R31W,

Haskell County, Kansas.

DATE: October 3, 1973

LESSOR: Edwin Leroy and Joyce M. Stapleton

LESSEE: B.M. Ingram
RECORDING: Book 52, Page 613

LANDS COVERED: SW ¼ of Section 22-T30S-R31W,

Haskell County, Kansas.

DATE: October 3, 1973

LESSOR: Edwin Leroy and Joyce M. Stapleton

LESSEE: B.M. Ingram
RECORDING: Book 52, Page 615

LANDS COVERED: SE ¼ of Section 22-T30S-R31W,

Haskell County, Kansas.