

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: _____

SURFACE DAMAGE AGREEMENT 1

THIS AGREEMENT is made and entered into this 1st day of Nov., 2019 by and between Slawson Exploration Company, Inc., hereinafter designated "Operator", James Family, LLC, hereinafter designated as "Owner".

WHEREAS, Owner owns the surface of the following described real property situated in Thomas County, Kansas more particularly described as follows, to wit:

SE/4 Section 22-10S-34W

said real property being hereinafter referred to as the "Land"; and

WHEREAS, Operator is the owner of a working interest in, and the designated operator of the Oil and Gas Lease covering the Land and is preparing for a well to be drilled on the Land known as the James BF RE #1, (herein called "Proposed Well"); and

WHEREAS, Operator has proposed to drill the Proposed Well on the Land and has given to the Owner a notice designating a proposed location to wit:

Approximately 2070' from South Line and 390' from East Line,
SE/4 Section 22-10S-34W, Thomas County, Kansas

said location being hereinafter referred to as the "Well Site", and designating the approximate date that Operator proposed to commence operations for the drilling of the Proposed Well being November 15, 2019.

Operator, and Owner have entered into good faith negotiations regarding Operator's commencement of operations and payment for surface damages that might be caused by the drilling of the Proposed Well and as a result of said negotiations have reached agreement regarding a fair and reasonable surface damage settlement.

NOW, THEREFORE, Owner, for and in consideration of the sum of \$4,000.00, and other valuable consideration, in hand paid, receipt of which is hereby acknowledged, hereby releases, discharges and acquits Operator, its employees, agents, representatives, successors and assigns, from all claims, demands and causes of action which Owner may have or may be entitled to assert, now or in the future, for damages to the Land and loss of crops caused by or resulting from the drilling and completing (and all incidental activities made reasonably necessary thereby) of the Proposed Well.

Said sum shall, without limitation, also constitute payment in full for all damages incurred in building location pad, turnaround, roads, the laying of all necessary lines of every kind across said Land below plow depth, and erection of poles for carrying electricity to the well site, if necessary, and use of water from water wells on said Lands. Operator shall restore any damaged terraces to as near as original condition as possible, and level disturbed land to as near as original condition as possible, whether the Well is completed as a producer or dry hole.

This release of damages covers only the drilling of the Proposed Well and the completion and subsequent operation of said well if productive. It does not cover any additional well or wells that may in the future be located on the Land. This release of damages covers only damages reasonably necessary to the operation of the Oil and Gas Lease, and excludes any future damages due to negligence of the Operator or use of portions of the Land not reasonably necessary to operations.

Owner hereby agree to indemnify Operator and hold it harmless as against claims for additional surface damages that might be asserted by any co-owner or tenant as to all reasonable damages ever claimed or to be claimed as a result of acts of Operator, his agents, representatives or assigns on or before the date of this Agreement.

This Agreement constitutes the entire agreement between the parties and all parties expressly disclaim any interest in or right under any other oral or side agreements that may exist. This Agreement may not be modified or otherwise amended except in writing executed by both parties hereto.

This Agreement is a covenant running with the land and shall be binding upon the heirs, executors, administrators, successors and assigns of each of the undersigned.

IN WITNESS WHEREOF, Operator, and Owner hereby set their hands the day and the year first written above.

"OWNER"

"OPERATOR"

SLAWSON EXPLORATION COMPANY, INC.

James Family LLC

~~SS~~ # 26-1860438

TIN

By 

*by John V. James,
Manager*



We look forward to working with you on this Transaction. If you are in agreement with the foregoing, please so indicate in the space provided below and return one copy to me. Signatures transmitted electronically or by fax are binding.

Sincerely,

SLAWSON EXPLORATION COMPANY, INC.

A handwritten signature in black ink, appearing to read 'J. Horchem', written over a horizontal line.

Jennifer N. Horchem, Associate General Counsel and
Vice President-Land Administration

Agreed to and accepted
July ____, 2021

WHITETAIL CRUDE, INC.

A handwritten signature in black ink, appearing to read 'Mike J. Fritzler', written over a horizontal line.

Mike J. Fritzler, President



July 8, 2021

VIA ELECTRONIC MAIL: fritztruckin@yahoo.com

RE: PURCHASE AND SALE AGREEMENT DATED EFFECTIVE JULY 1, 2021

Dear Mike:

This letter sets forth the terms of Whitetail Crude, Inc.'s (hereinafter referred to as "Buyer") purchase of Slawson Exploration Company, Inc.'s (collectively the "Seller") interest in the oil and gas lease (the "Lease") and the James BF RE #1 (API No. 15-193-20822) (the "Well") operated by Seller in Thomas County, Kansas (the "Assets"). Buyer and Seller may be referred to individually as a "Party" or collectively as the "Parties." The purchase and sale of the Assets shall be referred to as the "Transaction."

1. **The Assets and Excluded Assets.** Seller is selling and the definition of "Assets" covers all of the right, title and interest of Seller in the real and personal property (including Equipment) associated with the Lease and Well, as those terms are defined in the Assignment and Bill of Sale attached as Exhibit A (the "Assignment").

2. **Effective Time, Liabilities and Obligations, and Production and Proceeds**

a. **Effective Time.** The "Effective Time" of the Transaction is July 1, 2021 at 8:00 AM CDT.

b. **Liabilities and Obligations.** The Parties agree that all liabilities and obligations related to the Assets will be apportioned between Buyer and Seller in the following manner:

i. **Buyer's Assumed Liabilities.** Upon Closing and effective as of the Effective Time, Buyer shall assume and pay, perform, fulfill and discharge all claims, costs, expenses, liabilities and obligations accruing or relating to the owning, developing, exploring, operating, maintaining, or plugging of the Assets or the producing, transporting and marketing of Hydrocarbons from the Assets for billings issued from and after the Effective Time (collectively, the "Assumed Liabilities").

ii. **Sellers's Retained Liabilities.** Upon Closing and effective as of the Effective Time, Seller shall have no retained liabilities or obligations whatsoever related to the Assets.

c. **Production and Proceeds.** The Parties agree that Seller shall be entitled to all proceeds attributable to its interest in the Assets prior to the Effective Time. Buyer shall be entitled to all proceeds attributable to Seller's interest in the Assets on and after the Effective Time, including oil in tanks.

3. **Closing.** The "Closing" of the Transaction will take place on or before July 16, 2021. At the Closing, the Parties shall take the following actions:

- a. Buyer shall pay to Seller \$5,000.00 (the "Purchase Price").
- b. Upon receipt of the Purchase Price and fully executed Purchase and Sale Agreement, Seller shall promptly deliver to Buyer the original executed Assignment.

727 N. Waco, Suite 400
Wichita, KS 67203
316-263-3201