KOLAR Document ID: 1588669

## 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

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

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## 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: State: Zip:+			
Contact Person:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:		
Phone: ( ) 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		
Address 2:	county and in the real estate property toy records of the county traceurer		
City: State: Zip:+	_		
the KCC with a plat showing the predicted locations of lease roads, to	thodic Protection Borehole Intent), you must supply the surface owners and ank batteries, pipelines, and electrical lines. The locations shown on the plat d on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.		
☐ I certify that, pursuant to the Kansas Surface Owner Notice owner(s) of the land upon which the subject well is or will be	e Act (House Bill 2032), I have provided the following to the surface e located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form m being filed is a Form C-1 or Form CB-1, the plat(s) required by this c, 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 owner(s). To mitigate the additional cost of the KCC performing this ess of the surface owner by filling out the top section of this form and he KCC, which is enclosed with this form.		
If choosing the second option, submit payment of the \$30.00 handli form and the associated Form C-1, Form CB-1, Form T-1, or Form C	ing 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 correct	t to the best of my knowledge and belief.		
Date: Signature of Operator or Agent:	Title:		

### Daystar Petroleum, Inc.



-PO Box 560 Eurale, Manuer 57645 (620) 503-5527 Fibit (620) 503-5521 August 17, 2021

Hayes Oil & Gas, LLC PO Box 108 Attica, KS 67009-0108

#### Dear Shayne:

This letter is to put into writing our agreement whereby Hayes Oil & Gas, LLC ("Purchaser") agrees to purchase from Daystar Petroleum, Inc. ("Seller"), 100% of the working interest in the "Coykendall" Lease located in Kingman County, Kansas, more fully described as:

The SW/4 of the SW/4 and the NE/4 of the SW/4 of Section 36, Township 29 South, Range 7 West in Kingman County, State of Kansas.

under the following procedures, terms and conditions:

- Purchaser agrees to pay Seller Zero Dollars (\$0.00) for 100% of the Working Interest, to the abovementioned producing lease (Coykendall) located in Kingman County, Kansas.
- 2. The effective date will be September 1, 2021 ("the effective date").
- All ad valorem property taxes for the 2021 tax year shall be prorated based on time of ownership between the Purchaser and the Seller. All subsequent property taxes shall be paid by the Purchaser pursuant to the Effective Date.
- 4. Purchaser agrees that Seller is going to prorate the oil above the load valve in each stock tank and use the price received from CHS pursuant to Daystar's contract terms with CHS for the month of July, 2021. This amount will be an adjustment on the Closing Settlement Statement.
- 5. Purchaser acknowledges Seller represents various working interests and must obtain their consent to sell as a condition of consummating this transaction.
- 6. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION FURNISHED. THE PROPERTY WILL BE SOLD IN ITS CURRENT CONDITION AND THE EQUIPMENT AND MATERIAL WILL BE SOLD ON AN "AS IS" AND "WHERE IS" BASIS AND IS NOT GUARANTEED AS TO QUANTITY, SIZE, WEIGHT OR SERVICEABILITY. EXCEPT THAT SELLER REPRESENTS AND WARRANTS THAT IT IS NOT AWARE OF ANY PENDING OR THREATENED GOVERNMENTAL REGULATORY ACTIONS WITH RESPECT TO THE LEASES.
- 7. The Assets to be transferred to Purchaser shall be transferred pursuant to an Assignment and Bill of Sale acceptable to both parties. In addition, Seller will transfer to Purchaser all geological, SPCC, and other regulatory information and permits that it possesses with respect to the Leases. The Lease and the Assets shall be transferred free and clear of all liens and encumbrances.
- 8. Upon closing, which is intended to be on or before September 15, 2021 (the actual date of closing shall be "the Closing Date"); the Purchaser shall tender the balance of the Purchase Price by cashier's check, wire transfer, or business check.
- 9. This agreement constitutes the full and final agreement between the parties hereto and supersedes all prior negotiations and agreements, whether written or oral. This agreement may only be amended by a written agreement signed by the parties hereto.
- 10. As of the Effective Date, Purchaser specifically assumes and shall be responsible for all obligations and liabilities and shall defend, indemnify and hold Seller and its respective officers and employees harmless for liability under any federal, state or local laws, rules, orders and

regulations and all damages pertaining to the environmental condition of the Interests applicable to any waste material, produced water, tank bottoms, sludge, or constituents thereof, radioactive materials, or hazardous substances on or included with the Interests or the presence, disposal, release or threatened release of all waste material, produced water, tank bottoms, sludge, or constituents thereof, radioactive materials, or hazardous substances on, included with, or from the Interests into the atmosphere or in or upon land or any water course or body of water, whether above or below the ground.

- 11. Except as otherwise provided herein, these terms and conditions will be binding on, and inure to the benefit of Purchaser and Seller and their respective heirs, representatives, successors and assigns.
- 12. This agreement will remain open until August 24, 2021 at 5:00 p.m., CST, at which time it will expire and be void as to those interests that have not executed this agreement prior to that time.

If the above properly states your acceptance and understanding of the agreement between Purchaser and Seller, please so indicate by executing this agreement where provided below and return one original to our office. This agreement may be signed in counterpart and is binding on all who execute it, whether or not they execute this agreement or a copy thereof.

#### **PURCHASER**

ATTEST:

Agreed and accepted this for the day of

August, 2021

Bv:

Shayne G. Hayes, Manager

Hayes Oil & Gas, LLC

**SELLER** 

ATTEST:

greed and accepted this 19 Tday

Hugust, 2021

Matthew S. Osborn, President

Daystar Petroleum, Inc.