

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: _____

Title: _____

Date: _____

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

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**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: _____



ASSIGNMENT AND BILL OF SALE

RUSSELL OIL, INC., hereinafter referred to as "Assignors", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby grant, sell, convey and assign unto **MORGENSTERN OIL OPERATIONS, LLC, 310 N. FRITZ, ELLINWOOD, KS 67526**, hereinafter referred to as "Assignee", all of Assignors' right, title and interest in and to the working interest, the same being an **undivided 100% working interest**, in the salt water disposal well, oil wells, and oil and gas lease described in Exhibit "A", attached hereto and made a part hereof, and the rights, privileges and estates given, created and granted under said oil and gas lease and Salt Water Disposal Well Agreement ("Agreements"), subject to the terms and conditions hereof and the terms and conditions of said Agreements, and further subject to all contracts or agreements, Oil and/or Gas Sales contracts, permits, licenses, easements, surface leases and rights of way relating to operations pertaining to said property and leasehold, together with all of Assignors' right, title and interest in and to the leasehold equipment, material or personal property used exclusively for operations of such assigned leasehold and located thereon, therein or appurtenant thereto, in its present condition. The assigned leasehold and other property and rights to be assigned are hereinafter sometimes referred to as "Assigned Assets".

This assignment is made and accepted upon the following terms and conditions:

1. **Effective Date.** This assignment shall be **effective on the 1st day of NOVEMBER 2021**, at 12:01 A.M., local time, for all purposes including apportionments of revenue, expenses and production, hereinafter referred to as the "Effective Date", regardless of the date of execution. The saleable oil in the tank shall be gauged to determine the amount of saleable oil above the pipeline connection, and Assignors shall be paid the value of their oil on the closing date based on the Kansas posted price for crude oil on the close of business the day before sale closing.

2. **No Warranties.**

A. **Title.** THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF TITLE, EITHER EXPRESS OR IMPLIED; HOWEVER, ASSIGNORS WARRANT THAT THE ASSIGNED ASSETS HAVE NOT BEEN ENCUMBERED BY ASSIGNORS OR IF THEY WERE SO ENCUMBERED, THE LIEN HAS BEEN RELEASED.

B. **Reservoir Performance.** ASSIGNORS DO NOT WARRANT THE RESERVOIR PERFORMANCE.

C. **Equipment.** ASSIGNORS DO NOT WARRANT THE MERCHANTABILITY, CONDITION OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OF ANY OF THE ASSIGNED ASSETS, INCLUDING THE LEASEHOLD EQUIPMENT, MATERIAL OR PERSONAL PROPERTY, ANY SUCH WARRANTY BEING EXPRESSLY DENIED. ASSIGNEE, BY EXECUTING THIS ASSIGNMENT, AGREES TO ACCEPT THE SAME "AS IS" AND "WHERE IS" AND WITHOUT ANY REDUCTION IN PURCHASE PRICE.

3. **Representations - Inspection.** Assignee agrees that it has had a reasonable opportunity to inspect, examine and determine the condition of the Assigned Assets, including the condition of the leasehold equipment, material or personal property, and the environmental condition of the lease, wells, equipment, buildings (if any), and facilities, and Assignee is aware of and satisfied with the equipment, buildings (if any), and facilities, and Assignee is aware of and satisfied with and accept such conditions AS IS and Assignee assumes all risk and liability incident to the condition and use thereof and Assignors shall have no further obligation with respect thereto, from and after the effective date of the sale.

4. **Operations.**

A. **Liability.** Assignee assumes all risk and liability of whatsoever nature connected with operations conducted on the Assigned Assets.

B. **Abandonment of Wells.** Assignee agrees to comply with all laws and governmental regulations with respect to abandonment of wells and/or abandonment of the Assigned Assets, or any part thereof, including, where applicable, the plugging of wells, the compliance with laws or rules regarding inactive or unplugged wells including bonding requirements, and restoration as specified in the oil and gas lease identified in Exhibit "A", or as required by law or rules.

Mail JP
Index GF
Proofed GFJP
Deeds to Clerk GF
Numerical GF
Cross _____
Scanned JP
DC Book _____
Military Book _____
Plat Book _____

2/ASSIGNMENT AND BILL OF SALE

5. Taxes. Assignor will be responsible for all ad valorem, property taxes and other taxes assessed on, based on, or attributable to production that occurred during the 2020 calendar year (i.e. 2021 Tax statement) prorated to the effective date. Assignee will be responsible for all taxes assessed on, based on, or attributable to production that occurred after the Effective Date. Assignee shall pay the taxes for 2022 when due.

Binding Effect. This assignment and bill of sale shall become effective upon signature by all of the Assignors and Assignee identified above.

IN WITNESS WHEREOF, this Assignment is executed on the dates of the acknowledgments herein below.

RUSSELL OIL, INC.

MORGENSTERN OIL OPERATIONS, LLC.

Ivan Leroy Holt II
IVAN LEROY HOLT II
PRESIDENT

BY: Todd E. Morgenstern
TODD E. MORGENSTERN
MANAGING MEMBER

ASSIGNOR

ASSIGNEE

ACKNOWLEDGMENT

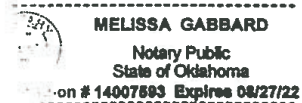
STATE OF OKLAHOMA, Oklahoma COUNTY, ss:

BEFORE ME, the undersigned, a Notary Public, within and for the County and State, on this 18th day of November 2021 personally appeared IVAN LEROY HOLT II, PRESIDENT, who executed the within and foregoing Assignment and Bill of Sale and acknowledged to me that they executed the same for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

Melissa Gabbard
Notary Public

My Appointment Expires: 08/27/22



ASSIGNEE'S ACKNOWLEDGMENT

STATE OF KANSAS, Barton COUNTY, ss:

This instrument was acknowledged before me on the 09 day of NOVEMBER 2021, by TODD E. MORGENSTERN, MANAGING MEMBER of MORGENSTERN OIL OPERATIONS, LLC.

Kayanna Hammeke
Notary Public

My Appointment Expires: 01/02/2024

