# KOLAR Document ID: 1602708

OIL & GAS CONSE REQUEST FOR CHA TRANSFER OF INJECTION	ATION COMMISSION RVATION DIVISION NGE OF OPERATOR OR SURFACE PIT PERMIT ith the Kansas Surface Owner Notification Act,
Check applicable boxes: MUST be submitted	ted 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:	
Saltwater Disposal Well - Permit No.:	Lease Name:
Spot Location:feet from N / S Line	
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 feet from E / W Line of Section 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:
Title:	Signature:
	authorization, surface pit permit # has been Commission. This acknowledgment of transfer pertains to Kansas Corporation bove 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
DISTRICT F	PRODUCTION UIC

Side Two

## Must Be Filed For All Wells

* 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	<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		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL		

A separate sheet may be attached if necessary.

\* 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: 1602708

## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

# CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

Form KSONA-1
July 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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 #	Well Location:
Name:	
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:	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 tax records of the county treasurer.
City: State: Zip:+	

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: \_\_\_\_\_\_

Attachment to Certification of Compliance with the Kansas Surface Owner Notification Act

Well Location:	E/2-NE-NW Sec. 33 Twp. 33S 12E
County:	Chautauqua
Lease Name:	Mullendore
Well#:	17

2<sup>nd</sup> Surface Owner Information:

Name:	Herbert A.	Beason &	Jeanie S.	Beason
Address:	1684 Road	28		
City:	Elk City	State: H	<s td="" zip<=""><td>: 67344</td></s>	: 67344

Date: 07/05/12 Signature of Operator or Agent:

RECEIVED JUL 0 9 2012 KCC WICHITA



State of Kansas, Montgomery County This instrument was filed for Record on January 5, 2022 8:53 AM Recorded in Book 711 Page 411 - 414 Fee: \$72.00 202200064



Marilyn Calhoan

Marilyn Calhoun , Register of Deeds

STATE OF KANSAS } Chautauqua County } ss \$72.00 This instrument was filed for record this 15 day of \_Dec , 2021 at 10:00 o'clock AM and duly recorded in book \_\_\_\_191 of records on page \_004

**REGISTER OF DEEDS** melody

## ASSIGNMENT OF OIL AND GAS LEASES

## KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Kodiak Energy, LLC, a Kansas limited liability company ("Assignor") has and does hereby sell, assign and transfer unto L.W. Berwaldt Land Co., LLC ("Assignee") all of the Assignor's right, title and interest in and to the oil and gas leases described in Exhibit "A", attached hereto.

Together with all of Assignor's interest in the wells and equipment located thereon and used in connection therewith.

The Assignee assumes all regulatory obligations, including the obligation for the ultimate plugging of wells.

This Assignment is effective for all purposes as of 12:01 o'clock a.m. on December 1, 2021.

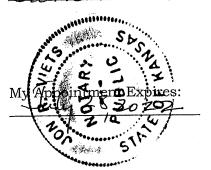
IN WITNESS WHEREOF this instrument is executed by the parties this 2 day of 2021.

Kodiak Energy, LLC Βv Buddy Finney, Manager

STATE OF KANSAS

) SS:

COUNTY OF MONTGOMERY



NOTARY PUBLIC

## EXHIBIT "A"

## (1) **Burrows Leases:**

a) Gas Lease:

	Kansas Natural Gas Company
LESSOR:	
LESSEE:	C.E. Roth, et al
DATE:	July 23, 1926
RECORDED:	Book 30, Page 400 🧹
PROPERTY:	S/2N/2SE/4, S/2SE/4 and East 60 acres of
	SW/4 of Section 1, Township 34 South, Range
	15 East, Montgomery County, Kansas.
WI:	100%
NRI:	.875000

b) Oil Lease:

	Harvey E. Burrows, et ux
LESSOR:	
LESSEE:	Alfred L. Burrows
DATE:	July 20, 1978
RECORDED:	Book 79 Oil, Page 207 S/2N/2SE/4, S/2SE/4 and East 60 acres of
PROPERTY:	S/2N/2SE/4, S/2SE/4 and East 60 acres of
	Range 15 East, Montgomery County, Kansas.
WI:	100%
NRI:	.875000
WI:	SW/4 of Section 1, Township 34 South, Range 15 East, Montgomery County, Kansas. 100%

## (2) <u>Bean Lease:</u>

LESSOR:	Virginia Carter Bean and Robert F. Bean, wife and
	husband
LESSEE:	Clark Energy, LLC
DATE:	April 1, 2008
RECORDED:	Book 140, Page 749
PROPERTY:	✓ E/2 NW/4, Section 33, T33S, R12E, Chautauqua
	County, Kansas.
SPECIAL:	The interest assigned is the salt water disposal rights arising under the Oil and Gas Lease.

## (3) Beason Bros. Lease:

LESSOR:

Herbert A. Beason and Jeanie S. Beason, husband and wife, and James S. Beason and Diana S. Beason, husband and wife Clark Energy, LLC

LESSEE:

DATE: RECORDED: PROPERTY: January 7, 2009 Book 143, Page 862 West 3/4<sup>ths</sup> of the NE/4, less the East 7 rods of the South 109 rods thereof, Section 33, T33S, R12E, Chautauqua County, Kansas.

## (4) Dexter Trust Lease:

LESSOR:

LESSEE: DATE: RECORDED: PROPERTY: Trustee of the William Wayne Dexter Revocable Trust dated March 31, 1999, and Trustee of the Margaret Jane Dexter Revocable Trust dated March 31, 1999

Clark Energy, LLC

August 2, 2011

Book 155, Page 276

T32S, R12E, Chautauqua County, Kansas

- Section 12: S/2 SE/4 lying South and East of the County Road; 67.1 acres more or less
- /Section 13: NE/4; NW/4; a tract of land in the SW/4 described as Beginning at the NE/Corner of the SW/4, thence West on the half section line to the middle of the North line of the NE/4 SW/4, thence South to the middle of the channel of a creek, thence Southeasterly down the channel of said creek to the center line of the County Road, thence Northeasterly along the center line of said County Road to the half section line of said Section 13, thence continuing North along the half section line of said Section 13 to the point of beginning; AND a tract of land described as follows: Commencing at the NW/Corner of the SW/4 of Section 13, running thence East 120 rods, thence South to the Creek, thence Southeasterly down said Creek to the East line of the SW/4, thence West to the SW/Corner of the SW/4, thence North to the place of beginning; 471.8 acres more or less Section 23: All that part of the NE/4 lying North and West of County Road; 142.1 acres more or less Section 24: All that part of the NW/4 lying North and West of County Road; 33.5 acres more or less.

#### (5) <u>Rogers Lease:</u>

LESSOR: LESSEE: DATE: RECORDED: PROPERTY:

1

E. Robert Rogers, et ux Clark Energy, LLC May 20, 2008 Book 143, Page 862 N/2SE/4 of Section 33, T33S, R12E, and NW/4 of Section 4, T34S, R12E, Chautauqua County, Kansas.

## Wolfe Lease:

LESSOR:	Dean M. Wolfe and Sandra L. Wolfe, Trustees
LESSEE:	Clark Energy, LLC
DATE:	October 19, 2007
RECORDED:	Book138, Leases, Page 584
PROPERTY:	The West Half (W/2) of Section 23, Township 32
J.	South Range 12 East. Chautauqua County,
	Kansas (except the S/2SW/4 of said Section 23,
	which has been released).

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#### AGREEMENT FOR SALE AND PURCHASE OF OIL AND GAS LEASES

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THIS AGREEMENT made on the <u>/2</u> day of December, 2021, by and between Kodiak Energy, LLC, a Kansas limited liability company("*Seller*") and L.W. Berwaldt Land Co., LLC ("*Buyer*").

#### WITNESSETH:

1. **Leases Sold.** Seller agrees to sell and convey, and *Buyer* agrees to purchase and pay for the oil and gas leases described in Exhibit "A", attached hereto, the wells located thereon and all of the pump jacks, motors, tubulars, tanks and other equipment located thereon and used in connection therewith.

2. **Purchase Price.** The purchase price is \$45,000.

3. **Payment.** The purchase price is payable in full at Closing by cashier's check.

4. <u>**Title.**</u> The leases, wells and equipment are sold free and clear of any adverse lien, claim or encumbrance.

5. <u>Conveyance</u>. Seller shall convey the property to *Buyer* at Closing by Assignment and Bill of Sale in the form of Exhibit "C", attached hereto.

6. <u>**Condition.**</u> The leases, wells and equipment are sold "as is" without warranty as to fitness, condition or future performance.

7. **Effective Time**. The sale and purchase shall be effective for all purposes as of 12:01 a.m. o'clock on December 1, 2022.

8. **Taxes.** Seller shall pay all ad valorem taxes assessed against the property for 2020 and prior years. Taxes for 2021 shall be prorated to the Effective Time. Seller shall remit the 2021 taxes in full and *Buyer* shall reimburse Seller for *Buyer*'s 31/365<sup>th</sup> share.

9. **Revenue.** Seller shall be entitled to the proceeds of all oil and gas sold from the leases up to the Effective Time. *Buyer* shall be entitled to the proceeds of all revenues sold from the leases from and after the Effective Time, subject to the provisions of paragraph 10, below.

10. **Oil In Stock Tanks.** Seller shall be entitled to the oil and stock tanks above the level of the commercial draw down as of the Effective Time. The tanks shall be "stuck" (stick measured) as of the Effective Time and *Buyer* shall remit the value thereof (based of the first purchasers then posted field price) in addition to the purchase price.

11. **Expense.** Seller shall pay all expense of the ownership and operation of the leases, wells and equipment up to the Effective Time. *Buyer* shall pay all expense from and after the Effective Time.

12. **Utility Services.** Seller shall transfer all utility services to Buyer as of the Effective Time. If there is a delay in meter reading, interim usage shall be prorated between the parties.

13. <u>**Closing.**</u> Closing shall occur on or before December  $\underline{\mathcal{B}}$ , 2021, at a mutually convenient location in Independence, Kansas.

14. <u>**True Up.**</u> On or before January 15, 2022, the parties shall true-up on revenues, expenses, utilities and taxes in conformity with the terms hereof.

### 15. **Regulatory Compliance.**

a) Promptly on closing, *Seller* shall issue KCC Form T-1 and Landowner Notifications through the KOLAR system;

b) *Buyer* shall assume all prospective regulatory compliance with respect to the leases, wells and equipment including ultimate well plugging obligations and shall defend, indemnify and hold harmless *Seller* thereof.

16. **Costs.** Buyer shall reimburse Seller the attorney's fee for preparation of this Agreement and closing costs, including attorney's fees and the cost of recording the Assignment and Bill of Sale (estimated \$750.00).

17. **<u>Amendment.</u>** This Agreement may be amended only by written instrument signed by the parties.

18. **Execution.** This Agreement may be executed and delivered by electronic means (email, facsimile, etc.) and when so executed and delivered shall be as effective as if manually signed and physically delivered.

19. <u>**Binding Effect.**</u> This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, administrators, executors, successors and assigns.

IN WITNESS WHEREOF this Agreement is executed the day and year first above written.

Seller

Kodiak Energy, LLC

By: Finney, Mahager Budd∜

Buyer

L.W. Berwaldt Land Co., LLC

Lyndoll W. Berwaldt, President

## EXHIBIT "A"

#### **Burrows Leases:** (1)

a) Gas Lease:

	Kansas Natural Gas Company
LESSOR:	
LESSEE:	C.E. Roth, et al
DATE:	July 23, 1926
RECORDED:	Book 30, Page 400
PROPERTY:	S/2N/2SE/4, S/2SE/4 and East 60 acres of
	SW/4 of Section 1, Township 34 South, Range
	15 East, Montgomery County, Kansas.
WI:	100%
NRI:	.875000

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b) <u>Oil Lease:</u>

	Harvey E. Burrows, et ux
LESSOR:	
LESSEE:	Alfred L. Burrows
DATE:	July 20, 1978
RECORDED:	Book 79 Oil, Page 207
PROPERTY:	S/2N/2SE/4, S/2SE/4 and East 60 acres of
	SW/4 of Section 1, Township 34 South,
	Range 15 East, Montgomery County, Kansas.
WI:	100%
NRI:	.875000

#### <u>Bean Lease:</u> (2)

LESSOR:	Virginia Carter Bean and Robert F. Bean, wife and					
	husband					
LESSEE:	Clark Energy, LLC					
DATE:	April 1, 2008					
RECORDED:	Book 140, Page 749					
PROPERTY:	E/2 NW/4, Section 33, T33S, R12E, Chautauqu					
	County, Kansas.					
SPECIAL:	The interest assigned is the salt water disposal rights arising under the Oil and Gas Lease.					

#### (3) Beason Bros. Lease:

ESSOR: Herbert A. Beason and Jeanie S. Beason, h							
	and wife, and James S. Beason and Diana S.						
	Beason, husband and wife						
LESSEE:	Clark Energy, LLC						

DATE: RECORDED: PROPERTY: January 7, 2009 Book 143, Page 862 West 3/4<sup>ths</sup> of the NE/4, less the East 7 rods of the South 109 rods thereof, Section 33, T33S, R12E, Chautauqua County, Kansas.

#### (4) **Dexter Trust Lease:**

LESSOR:

LESSEE: DATE: RECORDED: PROPERTY: Trustee of the William Wayne Dexter Revocable Trust dated March 31, 1999, and Trustee of the Margaret Jane Dexter Revocable Trust dated March 31, 1999

Clark Energy, LLC

August 2, 2011

Book 155, Page 276

T32S, R12E, Chautauqua County, Kansas

Section 12: S/2 SE/4 lying South and East of the County Road; 67.1 acres more or less

Section 13: NE/4; NW/4; a tract of land in the SW/4 described as Beginning at the NE/Corner of the SW/4, thence West on the half section line to the middle of the North line of the NE/4 SW/4, thence South to the middle of the channel of a creek, thence Southeasterly down the channel of said creek to the center line of the County Road, thence Northeasterly along the center line of said County Road to the half section line of said Section 13, thence continuing North along the half section line of said Section 13 to the point of beginning; AND a tract of land described as follows: Commencing at the NW/Corner of the SW/4 of Section 13, running thence East 120 rods, thence South to the Creek, thence Southeasterly down said Creek to the East line of the SW/4, thence West to the SW/Corner of the SW/4, thence North to the place of beginning; 471.8 acres more or less Section 23: All that part of the NE/4 lying North and West of County Road; 142.1 acres more or less Section 24: All that part of the NW/4 lying North and West of County Road; 33.5 acres more or less.

#### (5) **Rogers Lease:**

LESSOR: LESSEE: DATE: RECORDED: PROPERTY: E. Robert Rogers, et ux Clark Energy, LLC May 20, 2008 Book 143, Page 862 N/2SE/4 of Section 33, T33S, R12E, and NW/4 of Section 4, T34S, R12E, Chautauqua County, Kansas.

# Wolfe Lease:

LESSOR:	Dean M. Wolfe and Sandra L. Wolfe, Trustees				
LESSEE:	Clark Energy, LLC				
DATE:	October 19, 2007				
RECORDED:	Book138, Leases, Page 584				
PROPERTY:	The West Half (W/2) of Section 23, Township 32				
	South, Range 12 East, Chautauqua County,				
	Kansas (except the S/2SW/4 of said Section 23,				

which has been released).

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EXHIBIT "B"

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	API Number	Lease and Well Name	Location	County		Well Status
1	15-019-27039-00-01	BEAN 33-1	33-33S-12E	Chautauqua	SWD	AI Authorized Injection Well
2	15-019-40574-00-00	BEASON 1	33-33S-12E	Chautauqua	OIL	PR Producing
1	15-019-27196-00-00	BEASON 33-1	33-33S-12E	Chautauqua	QIL.	PR Producing
	15-019-40573-00-00	BEASON 9	33-33S-12E	Chautauqua	OIL	PR Producing
5	15-125-02263-00-00	BURROWS 1	01-34S-15E	Montgomery	OIL	IN Inactive Well
6	15-125-25727-00-00	BURROWS 10	01-34S-15E	Montgomery	OIL	IN Inactive Well
	15-125-25933-00-01	BURROWS 11	01-34S-15E	Montgomery	EOR	AI Authorized Injection Well
8	15-125-26085-00-00	BURROWS 12	01-34S-15E	Montgomery	OIL	PR Producing
-	15-125-27401-00-01	BURROWS 13	01-34S-15E	Montgomery	EOR	AI Authorized Injection Well
10	15-125-02886-00-00	BURROWS 14	01-34S-15E	Montgomery	OIL	PR Producing
11	15-125-02273-00-00	BURROWS 1A	01-34S-15E	Montgomery	OIL	PR Producing
12	15-125-02264-00-00	BURROWS 2	01-34S-15E	Montgomery	OIL	PR Producing
13		BURROWS 4	01-34S-15E	Montgomery	OIL	PR Producing
14	15-125-02267-00-00	BURROWS 5	01-34S-15E	Montgomery	OIL	IN Inactive Well
	15-125-25216-00-00	BURROWS 8	01-34S-15E	Montgomery	OIL	PR Producing
16	15-125-02270-00-00	BURROWS 8A	01-34S-15E	Montgomery	OIL	PR Producing
17	15-125-02885-00-00	BURROWS 9	01-34S-15E	Montgomery	OIL	PR Producing
18	15-125-02271-00-01	BURROWS W 1	01-34S-15E	Montgomery	OIL	IN Inactive Well
19	15-125-02272-00-01	BURROWS W 2	01-34S-15E	Montgomery	OIL	IN Inactive Well
20	15-019-19352-00-00	DEXTER 1	13-32S-12E	Chautauqua	OIL	PR Producing
21	15-019-19354-00-00	DEXTER 2	13-32S-12E	Chautauqua	OIL.	PR Producing
22 23	15-019-25430-00-01	DEXTER 3	13-32S-12E	Chautauqua	EOR	AI Authorized Injection Well
	15-019-25431-00-00	DEXTER 4	13-32S-12E	Chautauqua	OIL	PR Producing
24	15-019-25676-00-00	DEXTER 5	13-32S-12E	Chautauqua	OIL	PR Producing
25	15-019-25678-00-00	DEXTER 6	13-32S-12E	Chautauqua	OIL	PR Producing
26	15-019-19292-00-00	MULLENDORE-BEAN 17	33-33S-12E	Chautauqua	GAS	IN Inactive Well
27	15-125-20371-00-00	PEOPLES-FLEMING 3	01-34S-15E	Montgomery	GAS	PR Producing
28	15-019-22363-00-02	ROGERS 1	33-33S-12E	Chautauqua	EOR	AI Authorized Injection Well
29		ROGERS 2	33-33S-12E	Chautauqua	OIL	PR Producing
30		ROGERS 3	33-33S-12E	Chautauqua	OIL	PR Producing
	15-019-21612-00-00	WOLFE 1	23-32S-12E	Chautauqua	GAS	IN Inactive Well
32	15-019-20725-00-02	WOLFE 1A	23-32S-12E	Chautauqua	SWD	IN Inactive Well