KOLAR Document ID: 1604692

# 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:	ı
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
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 zone(s).
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:
	Date:
Title:	Signature:
New Operator's License No	Contact Person:
New Operator's Name & Address:	Phone:
·	Oil / Gas Purchaser:
Nov. On antaria Faraili	
New Operator's Email:	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 a	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
DIGITALIST	PROPULATION
DISTRICT EPR I	PRODUCTION UIC

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#### Side Two

### Must Be Filed For All Wells

KDOR Lease No	).: <u> </u>		_		
* 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 _		
			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: 1604692

## Kansas Corporation Commission Oil & Gas Conservation Division

Form KSONA-1
July 2021
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:	CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	
Address 1:	· · · · · · · · · · · · · · · · · · ·
Address 2:	
City: State: Zip: +	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease helow:
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:	
City:	
the KCC with a plat showing the predicted locations of lease roa	(Cathodic Protection Borehole Intent), you must supply the surface owners and ds, tank batteries, pipelines, and electrical lines. The locations shown on the plat tered 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 provided the following to the surface owner(s) of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I C-1 or Form CB-1, the plat(s) required by this form; and	Notice Act (see Chapter 55 of the Kansas Statutes Annotated), I have land upon which the subject well is or will be located: 1) a copy of the am filing in connection with this form; 2) if the form being filed is a Form I 3) my operator name, address, phone number, fax, and email address.  Der(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 and address of the surface owner by filling out the top section of this form
If choosing the second option, submit payment of the \$30.00 has form and the associated Form C-1, Form CB-1, Form T-1, or Fo.	andling fee with this form. If the fee is not received with this form, the KSONA-1 rm CP-1 will be returned.
I hereby certify that the statements made herein are true and co	prrect to the best of my knowledge and belief.
Date: Signature of Operator or Agent:	Title:

### ASSIGNMENT OF WORKING INTERESTS IN OIL AND GAS LEASES

### [EDWARDS COUNTY, KANSAS]

CASTELLI ENERGY, L.L.C., an Oklahoma limited liability company, individually and as successor-by-merger to Castelli Exploration, Inc., and MC3 Energy, L.L.C. (hereafter, "Assignor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, convey, transfer and set over 95% of Assignor's right, title and interest in and to its working interest in the oil and gas leases described on Schedule 1 ("Leases"), attached hereto and made a part hereof by this reference, unto the following named parties (collectively, "Assignee") in the following percentages, their successors and assigns:

MDOC, LLC	70%
AZ, LLC	10%
DBERT J. GUTRU, LP	10%
ECKER OIL, LLC	10%

together with a like interest in the rights to pooled or unitized acreage of which the Leases and Wells (defined below) are part, and a like interest in and to the property incident and appurtenant thereto, which shall include, without limitation, all of Assignors' right, title and interest in and to:

- 1) the saltwater disposal agreements described on <u>Schedule 1</u> ("<u>SWD Agreements</u>"),
- 2) the oil and/or gas wells, and the injection and disposal wells described on <u>Schedule 1</u> ("<u>Wells</u>"), but *expressly excluding* any oil and/or gas wells, injection or disposal wells, or any other well or wellbore of any kind, whether active, inactive, plugged or unplugged and abandoned, situated on the lands covered by the Leases and SWD Agreements that is not specifically described on <u>Schedule 1</u>;
- 3) the equipment, machinery, fixtures and other personal, and mixed property situated on the Leases and lands covered by the SWD Agreements, or otherwise appurtenant to or currently used or held for use in connection with the ownership or operation of the Leases, SWD Agreements and Wells, including, without limitation, well equipment, casing, rods, tubing, tanks, pumps, motors, fixtures, machinery, meters, inventory, separators, knock-outs, dehydrators, compressors, treaters, power lines, field

processing facilities, surface and downhole equipment, flowlines, gathering lines and systems, transmission lines and all other pipelines ("Equipment");

- 4) the unsold oil in storage attributable to the Leases ("Stored Oil");
- 5) all permits, servitudes, easements, rights-of-way, operating rights and agreements, orders, assignments, gas purchase and sale contracts, oil purchase and sale agreements, farmin and farmout agreements, transportation and marketing agreements, operating agreements, unit agreements, declarations of units, processing agreements, options, facilities or equipment leases, surface use agreements, warranties, licenses and other contracts, agreements and rights used, held for use, or appurtenant to the beneficial use and enjoyment, ownership or operation of the Leases, SWD Agreements, Wells, and Equipment, or with the production or treatment of oil, gas and saltwater from or attributable to the Leases, SWD Agreements, or Wells ("Contracts");
- 6) all of the files, records, information and data pertaining to the Leases, SWD Agreements, Wells, Equipment, or Contracts in the possession of Assignor ("Records"), including, without limitation, title records, abstracts, title opinions, title certificates, title policies, production records, severance tax records, reservoir and well information, drill stem tests, well logs, bond logs, casing pressure and mechanical integrity tests, geologic and geophysical data, and all other information relating in any way to the ownership or operation thereof.

TO HAVE AND TO HOLD the interests and property herein assigned and conveyed by Assignor to Assignee, and the successors and assigns of Assignee, according to the terms and conditions of the Leases and SWD Agreements, and together with all and singular tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining.

Assignors hereby warrants to Assignee that its working interest and net revenue interest in and to the Leases and Wells are being delivered as to all lands and depths described on Schedule 1 and at not less than working interest and net revenue interest stated therein, free and clear of liens and encumbrances. The working interests and net revenue interests in the Leases and Wells stated on Schedule 1 are for purposes of this warranty of title, but do not constitute a limitation on the interests assigned hereunder, which shall include all of Assignor's working interest in and to the Leases. Notwithstanding the foregoing warranty of title, ASSIGNOR HEREBY EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND BUYER HEREBY ACKNOWLEDGES THAT IT IS ACQUIRING THE WELLS AND EQUIPMENT "AS-IS, WHERE-IS, WITH ALL FAULTS."

This Assignment of Working Interest in Oil and Gas Leases is made in consideration of, pursuant to and in connection with, and expressly subject to the terms, conditions, representations, warranties and covenants set forth in that certain Asset Purchase and Sale Agreement dated February 24, 2022, but effective as of the end of the day on March 31, 2022 ("Effective Time") by and between Assignor and GMDOC, LLC. The Working Interests assigned hereunder are further subject to that certain Operating Agreement—Castelli Acquisition, dated April 1, 2022, entered

into by Darrah Oil Company, LLC and Grand Mesa Operating Company, as operator, and by Assignor and Assignee as non-operators.

IN WITNESS WHEREOF, this Assignment has been executed the date of the acknowledgments below, but shall be effective for all purposes as of the Effective Time.

"Assignor":

CASTELLI ENERGY, L.L.C.

By: \_\_

Thomas P. Kastelli, Manager

STATE OF OKlahoma

) ss.

COUNTY OF (OK lahoma)

This instrument was acknowledged before me on this 22<sup>nd</sup> day of April, 2022, by Thomas P. Castelli, as Manager of Castelli Energy, L.L.C., an Oklahoma limited liability company, on behalf of said company.

My commission expires:

01/28/24

Notary Public

TISHA L. LOVE Notary Public

State of Oklahoma
Commission #08001005 Exp: 01/28/24

"Assignee"	
GMDOC, LLC By its manager Grand Mesa Operating Company	ROBERT J. GUTRU, LP  By:
By:Michael J. Reilly, President	Michael J. Reilly, attorney-in-fact for the James P. Reilly Revocable Trust, the General Partner of Robert J. Gutru, LP
STATE OF KANSAS ) ss:  COUNTY OF SEDGWICK  This instrument was acknowledged before reduced to J. Reilly, as President of Grand Mesa Operating Cooff GMDOC, LLC, a Kansas limited liability comparts  My commission expires: July 21, 2023  PHYLLIS E. BREWER Notary Public - State of Kansas My Appt. Expires 7-21-23	
STATE OF KANSAS ) ) ss:	
COUNTY OF SEDGWICK )	May
This instrument was acknowledged before r. J. Reilly, as attorney-in-fact for the James P. Reill Robert J. Gutru, LP, a Kansas limited partnership, of My commission expires: July 21, 2023	ne on this <u>3rdday</u> of <del>April,</del> 2022, by Michael ly Revocable Trust, as the general partner of
PHYLLIS E. BREWER  Notary Public - State of Kansas  My Appt. Expires 7-21-23	

"Assignee"	
SAAZ, LLC	DECKEROL, LLC
By: William J. Darrah, Manager	By: Stephen Decker, Manager
STATE OF KANSAS ) ) ss: COUNTY OF SEDGWICK )	
J. Darrah, as manager of SAAZ, LLC, a Kansas company.	me on this 3 rd day of April, 2022, by William limited liability company, on behalf of said
My commission expires: 04-15-2023  AMBER A. KEITH  Notary Public - State of Kansas  My Appt. Expires April 15, 2023	Notary Public
STATE OF KANSAS )	
COUNTY OF SEDGWICK ) ss:	
This instrument was acknowledged before reduction Decker, as manager of Decker Oil, LLC, a Kansaccompany.	me on this 3 <sup>Ph</sup> day of April, 2022, by Stephen is limited liability company, on behalf of said
My commission expires: 9/15/2004	Notary Public
	Harlan Clonts
	HARLAN CLONTS NOTARY PUBLIC STATE OF KANSAS

# SCHEDULE 1 To Assignment of Working Interests in Oil and Gas Leases

# "Wells"

NAME	WI%	OIL NRI	GAS NRI	ST:CTY-SEC	API#
DUTTON #1-1	0.97000000	0.77600000	0.77600000	KS:EDWA-001-025S- 016W	API:150472141700
EMMA SMITH #1	0.95000000	0.82650002	0.82650002	KS:EDWA-001-025S- 016W	API:150470680300
EMMA SMITH #2	0.97000000	0.77600002	0.77600002	KS:EDWA-001-025S- 016W	API:150472142200
MARTIN SPAIN #1	0.97000000	0.77600000	0.77600000	KS:EDWA-001-025S- 016W	API:150472142300
MARTIN SPAIN #2	0.97000000	0.77600000	0.77600000	KS:EDWA-001-025S- 016W	API:150472146000
WILSON #1-2	0.45000000	0.37167800	0.37167800	KS:EDWA-002-025S- 016W	API:150472019400
JULIAN #2-5	0.99500000	0.79600000	0.79600000	KS:EDWA-005-025S- 016W	API:150472146400
JULIAN #3-5	0.96500000	0.77200000	0.77200000	KS:EDWA-005-025S- 016W	API:150472147100
BARSTOW #1	0.95000000	0.77187500	0.77187500	KS:EDWA-011-025S- 016W	API:150470036200
WILSON #1-11	0.40000000	0.32100000	0.32100000	KS:EDWA-011-025S- 016W	API:150472141000
MILLER #1-12	0.97000000	0.77600001	0.77600001	KS:EDWA-012-025S- 016W	API:150472141600
KEARNEY-PENCE #1	0.59017590	0.48412872	0.48412872	KS:EDWA-035-024S- 016W	API:150470006100
RANDLE #1	1.00000000	0.80000000	0.80000000	KS:EDWA-036-024S- 016W	API:150472143300

#### "Leases"

#### Edwards County, Kansas

Lessor: Charlene R. Julian and Robert E. Julian, her husband

Lessee: J. Fred Hambright
Dated: May 19, 1998
Recorded: Book 130, Page 222

Description: Township 25 South, Range 16 West

Section 5: S/2

Lessor: Lester A. Hogue and Maurine Hogue, his wife

Lessee: J. Fred Hambright
Dated: May 19, 1998
Recorded: Book 130, Page 232

Description: Township 25 South, Range 16 West

Section 5: S/2

Lessor: Donald H. Hogue and Dorotha L. Hogue, his wife

Lessee: J. Fred Hambright
Dated: May 19, 1998
Recorded: Book 130, Page 233

Description: Township 25 South, Range 16 West

Section 5: S/2

Lessor: Concept Commercials, Inc., a Kansas Corporation

Lessee: J. Fred Hambright
Dated: October 24, 1997
Recorded: Book 129, Page 279

Description: Township 24 South, Range 16 West

Section 36: NE/4

Lessor: William E. Randle and Texanita L. Randle, his wife

Lessee: J. Fred Hambright
Dated: October 16, 1997
Recorded: Book 129, Page 274

Description: Township 24 South, Range 16 West

Section 36: NW/4

Lessor: Emma C. Smith, a widow

Lessee: E.C. Voran
Dated: August 26, 1947
Recorded: Book 31, Page 12

Description: Township 25 South, Range 16 West

Section 12: W/2 Section 1: SW/4 Lessor:

W.H. Dutton and Effie Dutton, his wife

Lessee: Dated:

Skelly Oil Company October 12, 1956

Recorded:

Book 43, Page 117 Township 25 South, Range 16 West

Description:

Section 1: Lots 3 and 4 and S2 NW/4

Lessor:

Rudolph W. Martin and Vivian E. Martin, Co-Trustees of the Rudolph W. Martin and Vivian E. Martin Living Trust dated October 25, 1994; Wilma

F. Spain and Frank G. Spain, her husband

Lessee: Dated: J. Fred Hambright February 10, 1997 Book 129, Page 40

Recorded: Description:

Township 25 South, Range 16 West

Section 1:

Lots 1 and 2 and S2 NE/4

Lessor:

Franklin H. Barstow

Lessee:

Dated:

April 26, 1956 Book 42, Page 218

Recorded: Description:

Township 25 South, Range 16 West

Section 11: NE/4

Lessor:

Franklin H. Barstow

Lessee:

Dated:

April 26, 1956 Book 42, Page 219

Recorded: Description:

Township 25 South, Range 16 West

Section 11: NW/4

Lessor:

Shell Oil Company

Lessee:

Dated:

March 26, 1957 Book 44, Page 141

Recorded: Description:

Township 25 South, Range 16 West

Section 11: N/2

Lessor:

Doyle Wilson and Peggy June Wilson, h/w; Ethelmae Page and Leland F.

Page, h/w

Lessee:

C. Robert Buford November 26, 1974

Dated: Recorded:

Book 80, Page 49

Description:

Township South, Range 16 West

Section 2:

SW/4

Lessor:

Doyle Wilson and Peggy June Wilson, h/w; Ethelmae Page and Leland F.

Page, h/w

Lessee:

C. Robert Buford

Dated:

November 26, 1974

Recorded:

Book 80, Page 50

Description:

Township South, Range 16 West

Section 2:

Lots 3 and 4 and S/2 NW/4

Lessor:

Doyle Wilson and Peggy June Wilson, h/w; Ethelmae Page and Leland F.

Page, h/w

Lessee:

C. Robert Buford

Dated:

November 26, 1974

Recorded: Description:

Book 80, Page 51 Township South, Range 16 West

Section 2:

N/2 SE/4

Lessor:

Nora D. Kearney, widow, et al

Lessee:

Fred Nixon April 30, 1957

Dated: Recorded:

Book 44, Page 109

Description:

Township 24 South, Range 16 West

Section 35: Insofar as lease covers SE/4

Township 25 South, Range 16 West

Section 2:

NE/4