KOLAR Document ID: 1604726

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:	1
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 \[V \]
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 Zene(e).
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:
	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	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	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
DISTRICT EPR	PRODUCTION UIC
I	

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Side Two

Must Be Filed For All Wells

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

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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: C-1 (Intent) CE	3-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	
Address 1:	
Address 2:	
City: State: Zip:+	
Contact Person:	the lease below:
Phone: () Fax: ()	
Email Address:	
Surface Owner Information:	
Name:	
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:	accepts, and in the real extete property toy records of the accepts traceurer
City:	_
the KCC with a plat showing the predicted locations of lease roads,	athodic Protection Borehole Intent), you must supply the surface owners and tank batteries, pipelines, and electrical lines. The locations shown on the plated 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 No provided the following to the surface owner(s) of the langer C-1, Form CB-1, Form T-1, or Form CP-1 that I am	otice Act (see Chapter 55 of the Kansas Statutes Annotated), I have d upon which the subject well is or will be located: 1) a copy of the filing in connection with this form; 2) if the form being filed is a Form my operator name, address, phone number, fax, and email address.
the KCC will be required to send this information to the sur	s). I acknowledge that, because I have not provided this information, rface owner(s). To mitigate the additional cost of the KCC performing address of the surface owner by filling out the top section of this form e to the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 hand form and the associated Form C-1, Form CB-1, Form T-1, or Form	lling 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	ct to the best of my knowledge and belief.
Date: Signature of Operator or Agent:	Title:

ASSIGNMENT OF WORKING INTERESTS IN OIL AND GAS LEASES

[ELLIS 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:

GMDOC, LLC	70%
SAAZ, LLC	10%
ROBERT J. GUTRU, LP	10%
DECKER 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 Schedule 1 ("SWD Agreements"),
- 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. Castelli, Manager

STATE OF OKlahoma

COUNTY OF OK Choma

This instrument was acknowledged before me on this 22nd 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

SEAL

TISHA L. LOVE

Notary Public

State of Oklahoma

"Assignee"	
GMDOC, LLC By its manager Grand Mesa Operating Company	ROBERT J. GUTRU, LP By:
By: Michael J. Reitly, 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 r J. Reilly, as President of Grand Mesa Operating Co of GMDOC, LLC, a Kansas limited liability compar My commission expires: July 21, 2023 PHYLLIS E. BREWER Notary Public - State of Kansas My Appt. Expires 7 - 21 - 23	
J. Reilly, as attorney-in-fact for the James P. Reil Robert J. Gutru, LP, a Kansas limited partnership, of My commission expires: July 21, 2023	
PHYLLIS E. BREWER Notary Public - State of Kansas My Appt. Expires 7 - 21 - 23	

"Assignee"	
SAAZ, LLC	DECKER QIL,LLC
By: William J. Darrah, Manager	By: Stephen Decker, Manager
STATE OF KANSAS)	
COUNTY OF SEDGWICK) ss:	20.
This instrument was acknowledged before a J. Darrah, as manager of SAAZ, LLC, a Kansas company.	me on this 3rd 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 Notary Public
STATE OF KANSAS)) ss: COUNTY OF SEDGWICK)	
This instrument was acknowledged before a Decker, as manager of Decker Oil, LLC, a Kansa company. My commission expires: 9/15/2024	me on this Zabday of April, 2022, by Stephen s limited liability company, on behalf of said
	Notary Public HARLAN CLONTS NOTARY PUBLIC STATE OF KANSAS My Appt. Exp. 7/15/2024
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SCHEDULE 1

To Assignment of Working Interests in Oil and Gas Leases

"Wells"

NAME	WI%	OIL NRI	GAS NRI	ST:CTY-SEC	API#
GRAF LEASE	0.88000000	0.70400000	0.70400000	KS:ELLI-014-015S-018W	API:115030050905
GRAF #11 OWWO	0.88000000	0.70400000	0.70400000	KS:ELLI-014-015S-018W	API:1505125650000
KUHN LEASE	0.88000000	0.70400000	0.70400000	KS:ELLI-023-013S-017W	API:115030050640
HERL LEASE	0.88000000	0.69781238	0.69781238	KS:ELLI-027-014S-017W	API:115030101924
DINKEL LEASE	0.88000000	0.69781238	0.69781238	KS:ELLI-028-014S-017W	API:115030110293
DINKEL #5	0.88000000	0.69781238	0.69781238	KS:ELLI-028-014S-017W	

"Leases"

Ellis County, Kansas

Lessor:

Donald P. Werth, et al

Lessee:

Linda Brown, Trustee of the Don Billips Irrevocable Trust

Dated:

December 18, 1996 Book 420, Page 467

Recorded:

Description:

Township 15 South, Range 18 West

Section 14:

S/2 NW/4 and N. 120 acres of SW/4

Lessor:

George F. Dinkel and Mary Ann Dinkel, husband and wife

Lessee: Dated:

Joe F. Meier May 26, 1979

Recorded:

Book 294, Page 182

Description:

Township 14 South, Range 17 West

Section 28: NE/4

Lessor:

Robert Lester Herl and LaVerna Marie Herl, husband and wife

Lessee:

Joe F. Meier

Dated:

April 17, 1979

Recorded:

Book 294, Page 184

Description:

Township 14 South, Range 17 West

Section 27: NW/4

Lessor:

Anton M. Kuhn and Mary Kuhn, his wife

Lessee:

Dwight J. Wilson April 25, 1955

Dated: Recorded:

Book 141, Page 425

Description:

Township 13 South, Range 17 West

Section 23:

NW/4