

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: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

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
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 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) 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 (see Chapter 55 of the Kansas Statutes Annotated), 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: _____



Purchase and Sales Agreement

March 28, 2022

H & M Packers Service, LLC
P.O. Box 54
Ellinwood, KS 67526

Scott Ackley
823 E. Irving Road
Phoenix, AZ 85086

Dear Melvin:

This letter is to put into writing our agreement whereby **Daystar Petroleum, Inc.** ("Purchaser") agrees to purchase from **H & M Packers Service, LLC, aka H & M Packer Service, LLC, aka H & M Packers and Scott Ackley** ("Seller"), all right title and interest in the Oeser B oil and gas lease located in SW/4 Sec. 25-16S-12W, Barton County Kansas, under the following procedures, terms and conditions:

1. Purchaser agrees to pay Sellers [REDACTED] for all of the Sellers' Working Interests in the abovementioned producing lease and associated production related equipment. It is agreed that each Seller represents 50% of the working interest for a total of 100% working interest. The decimal interest for H&M Packers is: 0.4062500 and the decimal interest for Scott Ackley is 0.4062500; aggregating 0.8125000 total decimal interest.
2. The effective date will be April 1, 2022 ("the effective date").
3. Purchaser and Seller both agree that crude oil will be sold as of the effective date and therefore there will be no crude oil to balance at closing.
4. All 2022 property taxes shall be prorated on a closing settlement statement and paid based on dates of ownership in accordance with the Effective Date.
5. 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. SELLER WARRANTS DEFENSIBLE TITLE AS OF THE CLOSING DATE TO THE WELLS AND LEASES UNTO THE COMPANY AGAINST ANY PERSON WHOSEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME OR ANY PART THEREOF BY, THROUGH OR UNDER THE COMPANY, BUT NOT OTHERWISE, SUBJECT, HOWEVER, TO THE PERMITTED ENCUMBRANCES.
6. The Assets to be transferred to Purchaser shall be transferred pursuant to an Assignment and Bill of Sale acceptable to both parties. The working interests and the Assets shall be transferred free and clear of all liens and encumbrances.
7. Closing is intended to be on or before April 30, 2022 (the actual date of closing shall be "the Closing Date").
8. 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.
9. 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

Purchase and Sales Agreement
H & M Packers Service, LLC & Scott Ackley
Oeser B Lease SW/4 Sec. 25-16S-12W, Barton County Kansas
March 28, 2022

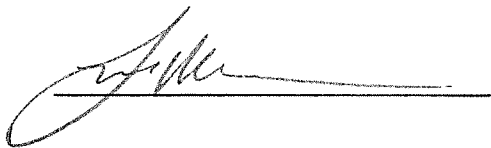
material, produced water, tank bottoms, sludge, or constituents thereof, radioactive materials, or hazardous substances on, included with, or from the Interests into the atmosphere or in or upon land or any water course or body of water, whether above or below the ground. Seller has not incurred (to their knowledge) any aforementioned liabilities prior to closing.

10. 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.
11. This agreement will remain open until April 5, 2022 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.

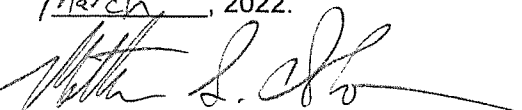
PURCHASER

ATTEST:



Agreed and accepted this 30th day of March, 2022.

By:



Matthew S. Osborn, President
Daystar Petroleum, Inc.

SELLERS

ATTEST:

Agreed and accepted this _____ day of _____, 2022.

By:

Melvin Urban
H & M Packer Service, LLC

ATTEST:

Agreed and accepted this _____ day of _____, 2022.

By:

Scott Ackley

Purchase and Sales Agreement
H & M Packers Service, LLC & Scott Ackley
Oeser B Lease SW/4 Sec. 25-16S-12W, Barton County Kansas
March 28, 2022

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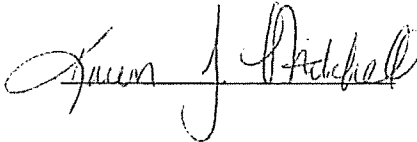
Agreed and accepted this _____ day of _____, 2022.

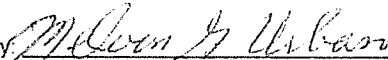
By: _____
Matthew S. Osborn, President
Daystar Petroleum, Inc.

SELLERS

ATTEST:

Agreed and accepted this 30 day of March, 2022.



By: 
Melvin Urban
H & M Packer Service, LLC

ATTEST:

Agreed and accepted this _____ day of _____, 2022.

By: _____
Scott Ackley

Purchase and Sales Agreement
H & M Packers Service, LLC & Scott Ackley
Oeser B Lease SW/4 Sec. 25-16S-12W, Barton County Kansas
March 28, 2022

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PURCHASER

ATTEST:

Agreed and accepted this _____ day of _____, 2022.

By: _____
Matthew S. Osborn, President
Daystar Petroleum, Inc.

SELLERS

ATTEST:

Agreed and accepted this _____ day of _____, 2022.

By: _____
Melvin Urban
H & M Packer Service, LLC

ATTEST:

Agreed and accepted this 30 day of March, 2022.

SAckley

By: SAckley

Scott Ackley