

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 _____

Side Two

Must Be Filed For All Wells

KDOR Lease No.: _____

* 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	Circle: FEL/FWL		
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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.

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: _____

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
July 2014
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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 1 **
- Gas Lease: No. of Gas Wells 1 **
- 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: Greensburg

**** Side Two Must Be Completed.**

Effective Date of Transfer: May 15, 2022

KS Dept of Revenue Lease No.: 137184

Lease Name: Fark 35

_____ - _____ - _____ SE Sec. 35 Twp. 27 R. 18 E W

Legal Description of Lease: (SE/4) 35-27S-18W

County: Kiowa

Production Zone(s): Mississippian

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. 6743

Contact Person: Willis Nigh

Past Operator's Name & Address: Southwind Petroleum Corp.

Phone: 316-267-3741

1400 W. 14th St., Wichita, KS 67203

Date: 5-24-22

Title: President

Signature: Willis D. Nigh

New Operator's License No. 35669

Contact Person: Dillon Ezell

New Operator's Name & Address: Harper Oil & Gas, LLC

Phone: 620-38-2309

802 Larimer St., Pratt KS 67124

Oil / Gas Purchaser: Superior CHS

Date: 5-24-22

Title: Member Manager

Signature: [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 _____
Mail to: Past Operator _____ New Operator _____ District _____

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE ("Assignment") dated ~~April~~ ^{May} 16, 2022 but made effective May 1, 2022 ("Effective Date"), by and between **SOUTHWIND PETROLEUM CORPORATION**, a Kansas corporation acting on behalf of itself and as power of attorney for all working interest owners, and **WILLIS NIGH** (hereinafter collectively referred to as "ASSIGNOR") and **HARPER OIL & GAS, LLC**, a Kansas limited liability company (hereinafter "ASSIGNEE"). ASSIGNOR and ASSIGNEE collectively referred to as "Parties."

Recitals:

A. ASSIGNOR is the operator and a working interest owner in and to certain oil and gas leases situated in Kiowa County, Kansas, more thoroughly described in Exhibit 'A' (hereinafter "Leases").

B. ASSIGNOR acknowledges and agrees that the Leases have terminated due to cessation of production, but that ASSIGNOR and the other working interest owners in the Leases (if any) have an interest in interest in and to wellbores, (including saltwater disposal wells), herein referred to as "Wells", and all surface and downhole movable and immovable property, structures, machinery, tubular goods, pipelines, equipment and materials located in, on and appurtenant to such the Wells drilled, operated or otherwise produced from the Leases (the Wells and the equipment hereafter referred to collectively as "Assigned Property").

C. ASSIGNOR further acknowledges and agrees that ASSIGNOR the other working interest owners in the Leases (if any) are liable for plugging and properly abandoning the Wells pursuant to Kansas law.

D. ASSIGNEE has acquired top leases on the property burdened by the Leases and desires to acquire the Assigned Property. As part of its consideration for this Assignment and the Releases referenced herein, ASSIGNEE agrees to assume all liability for plugging and properly abandoning the Wells pursuant to Kansas law.

E. ASSIGNOR has been granted authority from working interest owners in the Leases (if any) to execute and deliver this Assignment and the Releases referenced herein.

NOW THEREFORE in consideration of the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and such additional consideration as recited below, ASSIGNOR does hereby GRANT, BARGAIN, SELL, TRANSFER, CONVEY, ASSIGN AND DELIVER to ASSIGNEE all right, title and interest in and to the Assigned Property.

Contemporaneous with this Assignment and Bill of Sale, ASSIGNOR shall execute and deliver to ASSIGNEE releases of the Leases (hereinafter "Releases") thereby relinquishing all right, title and interest of ASSIGNOR and any working interest owners in the Leases.



State of Kansas, Kiowa County
Register of Deeds Karen Butler
Book: A41 Page: 10

Receipt #: 29577
Pages Recorded: 6

Recording Fee: \$106.00

Page 1 of 6 Date Recorded: 5/23/2022 11:30:00 AM

Karen Butler

ASSIGNOR will do, execute, acknowledge and deliver, all and every such further acts, conveyances, transfer orders (including KCC form T-1), notices, releases (including, but not limited to, necessary releases from any other working interest owner in any of the Leases), ratifications of this Assignment, acquittances and such other instruments as may be necessary or appropriate to more fully assure to ASSIGNEE, its successors and assigns, that all of the respective properties, rights, titles interests, estates, remedies, powers and privileges by this instrument granted, bargained, sold, conveyed, assigned, transferred, set over and delivered, are vested in Assignee.

It is agreed between the parties that this Assignment is subject to and conditioned upon compliance with the following terms:

1. This Assignment is executed without any express or implied warranty or representation as to the merchantability or condition of any of the Assigned Property or its fitness for any purpose, and without any other express or implied warranty or representation whatsoever except as herein after stated. It is understood and agreed that ASSIGNEE has inspected the Assigned Property and is satisfied to its physical and environmental condition, both surface and subsurface, and that ASSIGNEE accepts all of the same in "as is, where is" condition.

2. ASSIGNOR hereby represents, warrants, and covenants to ASSIGNEE that:

- (a) That ASSIGNOR is a Kansas corporation, and duly qualified to transact business in the State of Kansas.
- (b) ASSIGNOR is the lawful owner of the Leases and/or Assigned Property, has good title to the interest herein assigned, or has been granted requisite authority and power of attorney by any working interest owner holding an interest in the Leases and/or Assigned Property.
- (b) That ASSIGNOR has all requisite power and authority to enter into and perform its obligations hereunder on behalf of itself and any working interest owner in the Leases.
- (c) The execution, delivery and performance of this Assignment by the ASSIGNOR have been duly authorized by all requisite action required on the part of ASSIGNOR
- (d) This Assignment has been duly executed and delivered by ASSIGNOR and constitutes the legal, valid and binding obligation of ASSIGNOR any working interest owner in the Leases.
- (e) The Assigned Property is being assigned with no lien, mortgage, security interest, or other encumbrance put in place against said property by ASSIGNOR or any working interest owner in the Leases.

3. ASSIGNOR further warrants, covenants, and affirms that it has full authority to enter into this Assignment on behalf of itself and all working interest owners in the Leases. ASSIGNOR hereby agrees to defend and otherwise hold ASSIGNEE harmless from any and all losses, claims, demands, suits, liabilities, causes of action, or expenses (including attorney fees) arising from any Lease working interest owner or party claiming an interest in and to the Assigned Property, including, but not limited to, claims for conversion of any portion of the Assigned Property or claims for non-payment by ASSIGNOR of said working interest owner's portion of that consideration paid by ASSIGNEE as outlined in this Assignment.

4. ASSIGNEE hereby warrants, covenants, and affirms that, as part of its consideration for this Assignment and the Releases, ASSIGNEE will assume any and all plugging, abandonment, and remediation liabilities and responsibilities for all Wells. This includes, but is not limited to, liabilities imposed by state and federal laws or regulations, and any liability imposed pursuant to the terms of the Leases.


5. This Assignment shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, successors and assigns.


6. Recording of this Assignment and the Releases shall be at the sole discretion and expense of the ASSIGNEE.

IN WITNESS WHEREOF, Assignor has set his hand the day and year first above written.

ASSIGNOR


SOUTHWIND PETROLEUM CORP.

By: 
Willis Nigh, President


Willis Nigh

ASSIGNEE

HARPER OIL & GAS, LLC

By: 
Dillon Ezell, Member-Manager

STATE OF KANSAS)
) ss:
COUNTY OF Sedgwick)

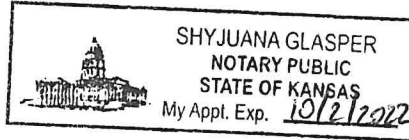
Be it remembered that on this 16th day of ~~January, 2021~~ ^{May, 2022}, before me, the undersigned, a Notary Public, duly commissioned, in and for the county and state aforesaid, came Willis Nigh, President of Southwind Petroleum Corporation, a Kansas corporation, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said entity, and he duly acknowledged the execution of the same for himself and for said entity for the uses and purposes therein set forth.

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

[Signature]
Notary Public

My Commission Expires:

10/2/2022



STATE OF KANSAS)
) SS:
COUNTY OF PRATT)

BEFORE ME, the undersigned, a Notary Public, within and for said County and State, on this 18th day of May, 2022, appeared Dillon Ezell, Member-Manager of HARPER OIL & GAS, LLC, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said entity, and he duly acknowledged the execution of the same for himself and for said entity 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.

[Signature]
Notary Public

My Commission Expires:

08/09/2022

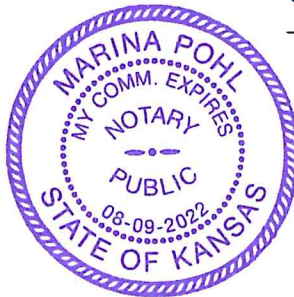


Exhibit 'A'

1. Taylor Lease

An oil and gas lease dated November 2, 2005, between Ronald A. and Carolyn S. Taylor, as Lessor, and Southwind Petroleum Corp., as Lessee, as recorded in Book 20 at Page 1726 in the Office of the Register of Deeds of Kiowa County, Kansas, insofar and only insofar as it covers the following described real estate, to-wit:

The Northeast Quarter (NE/4) of Section Thirty-five (35), Township Twenty-seven (27) South, Range Eighteen (18) West, Kiowa County, Kansas

2. Yohn Lease

An oil and gas lease dated October 13, 2004, between John Yohn Revocable Trust and Lucille Yohn Revocable Trust, as Lessors, and Southwind Petroleum Corporation, as Lessee, as recorded in Book 20 at Page 1951 in the Office of the Register of Deeds of Kiowa County, Kansas, covering in part the following described real estate, to-wit:

The Southeast Quarter (SE/4) of Section Thirty-six (36), Township Twenty-seven (27) South, Range Eighteen (18) West, Kiowa County, Kansas

3. Fark 1 Lease

An oil and gas lease dated May 10, 1988, between Luenetta Fark, as Lessor, and Raymond M. Goodin Trust, as Lessee, as recorded in Book 19 at Page 992 in the Office of the Register of Deeds of Kiowa County, Kansas, insofar and only insofar as it covers the following described real estate, to-wit:

The Northeast Quarter (NE/4) of Section One (1), Township Twenty-eight (28) South, Range Eighteen (18) West, Kiowa County, Kansas

An oil and gas lease dated May 10, 1988, between Shamrock Farming Company, as Lessor, and Raymond M. Goodin Trust, as Lessee, as recorded in Book 19 at Page 993 in the Office of the Register of Deeds of Kiowa County, Kansas, insofar and only insofar as it covers the following described real estate, to-wit:

The Northeast Quarter (NE/4) of Section One (1), Township Twenty-eight (28) South, Range Eighteen (18) West, Kiowa County, Kansas

4. Fark 1-35 Lease

An oil and gas lease dated October 13, 2004, between Lunetta Fark Trust, as Lessor, and Willis Nigh, as Lessee, as recorded in Book 20 at Page 1638 in the Office of the Register of Deeds of Kiowa County, Kansas, insofar and only insofar as it covers the following described real estate, to-wit:

The Southeast Quarter (SE/4) of Section Thirty-five (35), Township Twenty-seven (27) South, Range Eighteen (18) West, Kiowa County, Kansas

5. Fark 1 'L' Lease

An oil and gas lease dated July 24, 2000, between Lunetta Fark Trust, as Lessor, and Willis Nigh, as Lessee, as recorded in Book 20 at Page 1213 in the Office of the Register of Deeds of Kiowa County, Kansas, insofar and only insofar as it covers the following described real estate, to-wit:

The Northwest Quarter (NW/4) of Section One (1), Township Twenty-eight (28) South, Range Eighteen (18) West, Kiowa County, Kansas

6. Fark SWD Lease

A saltwater disposal lease dated February 2, 2004, between Daniel and Deborah Unruh, and Scott and Grace Goertzen, as Lessors, and Southwind Petroleum Corp., as Lessee, as recorded in Book A-2 at Page 976 in the Office of the Register of Deeds of Kiowa County, Kansas, insofar and only insofar as it covers the following described real estate, to-wit:

The Northeast Quarter (NE/4) of Section One (1), Township Twenty-eight (28) South, Range Eighteen (18) West, Kiowa County, Kansas