

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: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

Oil / Gas Purchaser: _____

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 _____

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)
		<i>Circle:</i>	<i>Circle:</i>		
		FSL/FNL	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: _____

ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS)
) ss. KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SHERIDAN)

WHEREAS, the undersigned Nor-West Kansas Oil, LLC (“Grantor”) owns certain undivided interests in and to the Assets (as defined below); and

WHEREAS, Reilly Oil Company, Inc. (“Grantee”), pursuant to that certain Purchase and Sale Agreement dated July 6, 2022 (“the Purchase Agreement”), has agreed to purchase from Grantor, and Grantor has agreed to assign to Grantee, all of Grantor’s right, title and interest in and to the Assets;

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

1. Assignment. Grantor hereby assigns to Grantee all of Grantor’s right, title and interest in and to the following (collectively defined as “the Assets”):

- (a) The Oil and gas leases identified on Exhibit A (“the Leases”), including without reservation any operating rights contained therein and related thereto;
- (b) the salt water disposal lease identified on Exhibit B (“the SWD”);
- (c) all personal property and equipment used to operate the Leases and the SWD currently located on the leasehold properties; and
- (d) any rights-of-way, easements, and other rights used or held in the operation of the Leases and the SWD, including specifically the easement listed on Exhibit C, as well as all of Nor-West’s well files and data related to the operations and development of the Leases and the SWD;

to have and to hold the Assets unto Grantee, its successors and assigns, forever, subject to the terms and conditions of Assignment.

2. **Warranties and Disclaimer.** Grantor warrants title to Grantor’s interest the Assets, subject to any permitted encumbrances and the terms and conditions of the Purchase Agreement, unto Grantee, its successors and assigns, against all persons claiming the same or any part thereof, by, through, or under Grantor, but not otherwise. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, GRANTOR MAKES NO, AND EXPRESSLY DISCLAIMS ANY,

REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE TITLE TO ANY OF THE ASSETS. As to the condition of the Assets, pursuant to the terms of the Purchase Agreement, the Assets are assigned and conveyed from Grantor to Grantee AS IS, WHERE IS, AND GRANTOR MAKES NO, AND EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO (a) MERCHANTABILITY OF SUCH PERSONAL PROPERTY MAKING UP A PORTION OF THE ASSETS, (b) FITNESS OF SUCH PERSONAL PROPERTY FOR ANY PARTICULAR PURPOSE, AND (c) CONDITION OF SUCH PERSONAL PROPERTY.

3. **Assumed Obligations.** Effective as of the Effective Date, Grantee assumes and agrees to fulfill, perform, pay, and discharge (or cause to be fulfilled, performed, paid or discharged) all of the obligations assumed by Grantee as set forth in the Purchase Agreement.

4. **Subject to Contracts.** Grantee is taking the Assets subject to the terms of any contracts or other commitments of Grantor as are assigned hereunder pursuant to the terms of the Purchase Agreement, and Grantee agrees to hold harmless and indemnify Grantor from and against any claims related to said contracts or commitments from and after the Effective Date.

5. **Further Assurances.** From and after the date hereof, Grantor, without further consideration, will use good faith efforts to execute, deliver, and (if applicable) file or record or cause to be executed, delivered, filed or recorded such good an sufficient instruments of conveyance and transfer, and take such other action as may be reasonably required of Grantor to effectively vest in Grantee the beneficial and record title to the Assets.

6. **Assignment Subject to Purchase Agreement.** This Assignment is expressly subject to the terms and conditions of the Purchase Agreement, which terms are hereby incorporated by reference for all purposes.

7. **Successors and Assigns.** This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

8. **Title and Captions.** All titles or captions contained herein are for convenience only, shall not be deemed part of this Assignment, and in no way define, limit, extend, or describe the scope or intent of any provisions hereof.

9. **Governing Law.** This Assignment, the performance of the parties hereunder, and the interpretation of the terms hereof, shall be governed by and construed pursuant to Kansas law.

The remainder of this page intentionally blank.

EXECUTED AND DELIVERED as of the dates set forth in the notary certifications below, but effective for all purposes as of July 1, 2022 (“the Effective Date”):

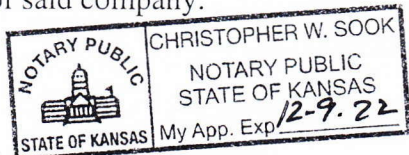
GRANTOR:

Nor-West Kansas Oil, LLC

By: Carl Campbell
Carl Campbell, President

STATE OF KANSAS)
) ss:
COUNTY OF ELLIS)

Before the undersigned, on this 1st day of August, 2022, personally appeared Carl Campbell, who, being by me duly sworn, did say that he is the President of Nor-West Kansas Oil, LLC, a Kansas limited liability company, authorized to sign the above instrument, and that he signed the same on behalf of said company.



My appt expires: _____

[Signature]
Notary Public

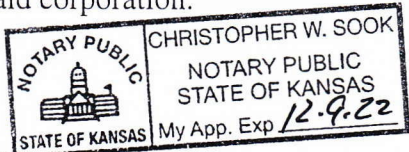
GRANTEE:

Reilly Oil Company, Inc.

By: Charles R Rhoades
Charles R. Rhoades, President

STATE OF KANSAS)
) ss:
COUNTY OF ELLIS)

Before the undersigned, on this 1st day of August, 2022, personally appeared Charles R. Rhoades, who, being by me duly sworn, did say that he is the President of Reilly Oil Company, Inc., a Kansas corporation, authorized to sign the above instrument, and that he signed the same on behalf of said corporation.



My appt expires: _____

[Signature]
Notary Public

EXHIBIT A

List of Sheridan County Leases

- Alice #1 Section 28, Township 9 South, Range 29 West in Sheridan County, Kansas API No. 15-179-21119; Recorded at Book 253, Page 438-439 in the records of the Register of Deeds of Sheridan County, Kansas on August 10, 2004
- Bixenman #1 Section 3, Township 10 South, Range 29 West in Sheridan County, Kansas API No. 15-179-21114; Recorded at Book 251, Page 78-79 in the records of the Register of Deeds of Sheridan County, Kansas on December 3, 2003, and re-recorded at Book 251, Page 741-742 on March 15, 2004

EXHIBIT B

SWD in Sheridan County, Kansas

Salt Water Disposal Lease dated May 2, 2005, by and between James and Mary Gormley, husband and wife, and Nor-West Kansas Oil, L.L.C. covering the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (NE/4 NE/4 SE/4) of Section Four (4), Township Ten (10) South, Range Twenty-nine (29) West of the 6th P.M.

EXHIBIT C

Easement for SWD in Sheridan County, Kansas

Easement for ingress and egress for a tract of land between Section 3 and Section 4 of Township Ten (10) South, Range Twenty-nine (29) West of the 6th P.M. recorded at Book 247, Pages 248-249 in the records of the Register of Deeds of Sheridan County, Kansas