

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

_____ is acknowledged as 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 _____

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

July 2021

Form Must Be Typed

Form must be Signed

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**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 OF OIL AND GAS LEASE
AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Tower Petroleum, LLC, a Kansas limited liability company, P.O. Box 520, Ottawa, KS 66067, hereinafter called "Assignor," for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does grant, bargain, sell convey, transfer, assign and deliver all of Assignor's right, title and interest unto CHC III LA CYGNE ENERGY, LLC, a Kansas limited liability company, 9800 Metcalf Ave 5th Floor, Overland Park, KS 66212 hereinafter called "Assignee" (whether one or more), its successors and assigns, in and to the following:

- (A) The Oil and Gas Leases described on Exhibit A hereto and the lessor and lessee leasehold estate and right, privileges and interests created by said leases subject to all the terms and conditions of said oil and gas lease and extensions thereof, including, without limitation, all working, net revenue, operating, mineral, royalty, overriding royalty, production and participating interests therein, together with any and all other oil and gas interests of Assignor in and to the lands covered by such oil and gas leases (collectively, the "Leases"); AND
- (B) (i) All equipment, wells, including, without limitation, the wells described on Exhibit B hereto, structures and personal property, to include fixtures and improvements, currently located on the Leases described above in paragraph (A), and used in connection with oil and gas exploration, production, treatment, storage and marketing activities thereon, including, without limitation, all tubular goods, platforms, structures, facilities, well equipment, pipe, production equipment, processing equipment, injection wells, pipelines, flowlines, gathering lines, and salt water disposal facilities, (ii) all easements, rights-of-way, permits, licenses, surface leases and use agreements relating to or used in connection with the Leases, (iii) all severed oil, gas and other hydrocarbons attributable to Assignor's interests in the Leases which are produced on or after the Effective Date, as defined herein, and (iv) all originals (copies, where originals do not exist) of lease files, well files, unit files, division order files and lease contract files in the possession or control of Assignor pertaining to any of the foregoing property described in clause (A) above or this clause (B) (collectively, the "Personal Property").

The Leases and Personal Property are collectively referred to as the "Assigned Property."

ASSIGNMENT TERMS:

1. WARRANTY. Assignor makes this assignment with special warranty of title, that the Assigned Property is free and clear, of all liens and encumbrances, created by through or under Assignor; and does hereby warrant title to the Assigned Property against liens and encumbrances created by through or under Assignor, but not otherwise. With the exception of this single express

warranty, Assignor makes this Assignment without warranty of any kind. Except for the foregoing warranties of Assignor, Assignee accepts the Assigned Property without warranty of any kind by Assignor. Except for the foregoing warranties of Assignor, All express or implied warranties; specifically including the implied warranties of merchantability, and fitness for a particular purpose, merchantability of title and validity of the Leases are here by disclaimed.

2. ASSUMPTION AND RETENTION OF RESPONSIBILITY. Assignors and Assignee do hereby stipulate and agree among themselves that all of the wells located upon the Leases, specifically including but not limited to those wells described on Exhibit B, are being assigned to Assignee, and that no such wells have been abandoned by Assignors at the time of this Assignment. Assignee, does hereby agree to accept all responsibility and liability for all of the Assigned Property arising from and after the Effective Date. Assignor, does hereby agree to retain, pay and perform all costs, expenses and liabilities attributable to the Assigned Property which became due prior to the Effective Date. Assignor shall be responsible for payment of all taxes relating to the assigned Property prior to the Effective Date. Assignee shall be responsible for payment of all taxes relating to the Assigned Property from and after the Effective Date. Regardless of when assessed or due, ad valorem and all other taxes based on production attributable to the Assigned Property shall be the obligation of the party entitled to the production during the period on which such tax is based. Taxes payable on an annual basis shall be prorated between Assignor and Assignee as of the Effective Date. Within 30 days after the effective date of this Assignment, Assignee or its designated operator, shall accept an assignment of operator responsibility for all wells located on the Leases by form T-1 Transfer filed with the Conservation Division of the Kansas Corporation Commission.

3. TRANSFER OF RIGHTS. The Assigned Property shall include all right, title and interest which Assignor may have in and to the Leases, including but not limited to, leasehold interests, regulatory authorities and permits or licenses.

4. FURTHER ASSURANCES. The parties agree to execute, acknowledge and deliver such other and further instruments or documents, and to take such other and further actions as may be reasonably necessary to carry out the provisions of this Assignment.

5. EFFECTIVE DATE. This Conveyance shall be effective as of July 13, 2022, at 12:01 a.m., central standard time (the "Effective Date").

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignee herein, its successors, personal representatives, administrators, executors and assigns forever.

[Signature Page Follows]

Tower Petroleum, LLC:

By: *Elizabeth Reusch*
Elizabeth Reusch Member **ASSIGNOR**

CHC III LA CYGNE ENERGY, LLC:

By: *Bradley Berger*
Bradley Berger Manager **ASSIGNEE**

STATE OF KANSAS, COUNTY OF Miami, ss:

This instrument was acknowledged before me on the 13 day of July, 2022, by Elizabeth Reusch in her capacity as member of **Tower Petroleum, LLC**, a Kansas limited liability company.

[Signature] _____
Notary Public

Appointment/Commission Expires:



STATE OF KANSAS, COUNTY OF Johnson, ss:



This instrument was acknowledged before me on the _____ day of July, 2022, by Bradley Berger in his capacity as manager of **CHC III LA CYGNE ENERGY, LLC**, a Kansas limited liability company.

Brittany Branch _____
Notary Public

Appointment/Commission Expires: 10/14/2023

EXHIBIT A OIL AND GAS LEASES

BROOKS LEASE

Date: February 9, 1916
Book/Page: Book 110, Page 274
Lessor: C. H. Brooks and Asama Brooks
Lessee: T. J. Wood and F. R. Billingslea
Description: The South Half of the Southeast Quarter of Section 5, Township 17 South, Range 22 East, Miami County, Kansas.

REYNOLDS LEASE

Date: April 12, 1946
Book/Page: Book 169 Misc., Page 548
Lessee: Brundred Oil Corporation
Description: Five (5) acres in the SW corner of the North Half (N/2) of Southeast Quarter (SE/4) of Section 5, Township 17, Range 22, Miami County, Kansas.

EXHIBIT B WELLS

Lease Name	Well No.	API Number	Feet N-S	N-S	Feet E-W	E-W	Well Type
BROOKS A	1	15-121-22370-0000	290	S	2000	E	OIL
BROOKS A	2	15-121-22476-0000	1150	S	2470	E	OIL
BROOKS A	3	15-121-22603-0000	170	S	2470	E	OIL
BROOKS A	4	15-121-22604-0000	100	S	1900	E	OIL
BROOKS A	5	15-121-22750-0000	565	S	1815	E	OIL
BROOKS A	6	15-121-22775-0000	565	S	1485	E	OIL
REYNOLDS	10	15-121-28743-0000	1770	S	1913	E	OIL
REYNOLDS	11	15-121-28744-0000	2502	S	2529	E	OIL
REYNOLDS	12	15-121-28822-0000	2300	S	1875	E	OIL
REYNOLDS	14	15-121-28972-0000	2300	S	1525	E	OIL
REYNOLDS	15	15-121-28973-0000	2120	S	165	E	OIL
REYNOLDS	16	15-121-28974-0000	1770	S	165	E	OIL
REYNOLDS	17	15-121-28975-0000	1420	S	165	E	OIL
REYNOLDS	18	15-121-28976-0000	2470	S	515	E	OIL
REYNOLDS	19	15-121-28977-0000	2120	S	515	E	OIL
REYNOLDS	20	15-121-28978-0000	1770	S	515	E	OIL
REYNOLDS	21	15-121-28979-0000	1420	S	575	E	OIL
REYNOLDS	22	15-121-29745-0000	2470	S	865	E	OIL
REYNOLDS	23	15-121-29757-0000	2120	S	865	E	OIL
REYNOLDS	24	15-121-29758-0000	1770	S	865	E	OIL
REYNOLDS	25	15-121-29759-0000	1420	S	865	E	OIL
REYNOLDS	6	15-121-28656-0000	1485	S	2275	E	OIL
REYNOLDS	7	15-121-28657-0000	1485	S	1875	E	OIL
REYNOLDS	8	15-121-28658-0000	1485	S	1475	E	OIL
REYNOLDS	9	15-121-28659-0000	2470	S	165	E	OIL
REYNOLDS	I-1	15-121-28660-0000	2032	S	2421	E	EOR
REYNOLDS	I-2	15-121-28742-0000	1952	S	2149	E	EOR
REYNOLDS	I-3	15-121-28741-0000	1686	S	2519	E	EOR
REYNOLDS	I-4	15-121-28821-0000	2308	S	2143	E	EOR
REYNOLDS	I-8	15-121-29755-0000	2092	S	609	E	EOR
REYNOLDS	I-9	15-121-29756-0000	1814	S	597	E	EOR
REYNOLDS	WI5	15-121-28980-0000	2374	S	335	E	EOR
REYNOLDS	WI6	15-121-28981-0000	2076	S	330	E	EOR
REYNOLDS	WI7	15-121-28982-0000	1811	S	335	E	EOR

EXHIBIT A