KOLAR Document ID: 1704234

## 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:  KS Dept of Revenue Lease No.:			
Gas Lease: No. of Gas Wells**				
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:			
	Signature:			
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.:						
* Lease Name:			_ * Location:	* 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> FSL/FNL	Circle: 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 _			
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	_	FSL/FNL	FEL/FWL _			
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		FSL/FNL	FEL/FWL _			
		FSL/FNL	FEL/FWL			
		FSL/FNL	FEL/FWL			
		FSL/FNL	FEL/FWL			
			FEL/FWL _			
		FSL/FNL	FEL/FWL _			
		FSL/FNL	FEL/FWL _			

A separate sheet may be attached if necessary.

<sup>\*</sup> 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) CB	3-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)		
OPERATOR: License #			
Name:			
Address 1:			
Address 2:			
City:	the lease below.		
Contact Person:	_		
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:	county, and in the real estate property tax records of the county treasurer.		
City: State: Zip:+	_		
the KCC with a plat showing the predicted locations of lease roads, t	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.		
provided the following to the surface owner(s) of the land Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am	tice 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, face 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 handl form and the associated Form C-1, Form CB-1, Form T-1, or Form C	ling 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:		

March 9, 2023

Douglas McGinness II CMX, Inc., President

Matt McG ath

M & M Well Service, Inc.

RE:

M & M Well Service transfer operations from CMX, Inc.

avis Ranch #1-12 and Davis Ranch #2-11, Barber County, KS

Effective March 1, 2023, CMX, Inc. officially transfers all right, title and operations of the above

referenced leases

Douglas McGinness II, President

CMX, Inc.

Matt McGrath

M & M Well Service, Inc.

#### ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE dated and effective the 1<sup>st</sup> day of March, 2023 ("Effective Date"), by and between CMX, Inc, of 9330 E. Central Ave, Suite 300, Wichita, KS 67206, hereinafter referred to as "Assignor" and M & M Well Service, LLC, of P.O. Box 287, Medicine Lodge, Kansas 67104, hereinafter referred to as "Assignee",

#### WITNESSETH:

Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer, set over, quit claim and convey unto Assignee, its successors and assigns, all of its undivided right, title and interest in, to and under the oil and gas lease(s) and the leasehold estates created thereby owned by Assignor, subject to lease burdens of record as of the Effective Date, as specifically set forth and described on Exhibit "A" which is attached hereto and made a part hereof by reference, and;

- I. A similar undivided right, title and interest in and to the cased well bore(s) of the well(s) which is/are located on the lease premises as described on Exhibit "A".
- 2. A similar right, title and interest in and to or derived from, any and all permits, licenses, servitudes, easements, rights-of-way, surface leases, farm-in agreements, farmout agreements, operating agreements, unitization agreements, equipment and facility leases, water rights, salt water disposal agreements and such other entitlements, contracts, and agreements of every character, to the extent they pertain in any way to the oil and gas leases, leasehold estates thereunder, and wells thereon, if any, as described on Exhibit "A".

This Assignment is made without warranty, express or implied, however, Assignor warrants and agrees that the rights and interests assigned herein are free and clear of all liens, encumbrances and mortgages by, through and under Assignor, but not otherwise.

The Assignee shall be responsible for operating expenses incurred from the Effective Date forward. The Assignee shall receive credit for any oil and/or gas produced and/or sold from said assigned premises produced from and after the Effective Date. The Assignee is responsible for all ad valorem taxes after the Effective Date.

This Assignment specifically includes all surface and down-hole equipment, including, but not limited to production and storage equipment, materials, fixtures casing, tubular goods, tanks and tank batteries, pumps, pipelines, flow lines, water lines, machinery and all other personal property and facilities, which are located, installed or used thereon, appurtenant thereto, or obtained for use in connection therewith.

THIS ASSIGNMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF TITLE OF ANY KIND, EXCEPT THAT ASSIGNOR WARRANTS AND AGREES THAT THE INTERESTS BEING CONVEYED ARE FREE AND CLEAR OF ALL LIENS, ENCUMBRANCES, BURDENS, CLAIMS AND DEFECTS ARISING BY, THROUGH AND UNDER ASSIGNOR, BUT NOT OTHERWISE. THE PERSONAL PROPERTY, WELLS AND EQUIPMENT ARE CONVEYED ON AN "AS IS, WHERE IS" BASIS, AND ASSIGNOR DOES NOT WARRANT THE CONDITION OF THE PERSONAL PROPERTY, FIXTURES, WELLS OR EQUIPMENT, EVEN AS TO (i) ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (ii) ANY IMPLIED OR EXPRESS WARRANTY OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

ASSIGNEE EXPRESSLY ACCEPTS ALL COSTS AND LIABILITY ASSOCIATED WITH THE OPERATIONS OF SAID PROPERTY, INCLUDING THE PROPER PLUGGING AND ABANDONMENT OF ANY AND ALL OPEN WELLBORES LOCATED ON SAID PROPERTY, WHETHER CURRENTLY KNOWN OR NOT, IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE KANSAS CORPORATION COMMISSION AND STATUTES AND LAW OF THE STATE OF KANSAS.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes.

TO HAVE AND TO HOLD said oil and gas leases, leasehold estates, wells, contracts, property rights and interests as described hereinabove unto assignee, its successors and assigns, forever.

ASSIGNMENT AND BILL OF SALE Davis Ranch Unit, Barber County, Kansas Page 3 of 3

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_\_ day of March 2023, but effective for all purposes as of the Effective Date.

Douglas H. McGinness II, President

### **ACKNOWLEDGMENT**

STATE OF KANCAS, COUNTY OF Sedgmack ss.

Before me, the undersigned, a Notary Public, within and for said county and state, on this Own day of March 2023 personally appeared Douglas H. McGinness II, as President of CMX, Inc., a Kansas Corporation on behalf of said company.

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

My commission expires:

Notary Public

DONNA L. MAY-MURRAY
Notary Public - State of Kansas
My Appt. Expires 3 9 2 2 4

### **EXHIBIT 'A'**

## BARBERCOUNTY, KANSAS

PROPERTY: Davis Ranch

## OIL AND GAS LEASE(S):

Lessee: George H. Davis and Elizabeth O. Davis, his wife

Lessor: M.B. Armer Date: March 24, 1953

Legal: Insofar and insofar only covering the South Half Northeast Quarter (S/2 NE/4)

And the North Half of the Southeast Quarter (N/2 SE/4) of Section 11, Township 35 South, Range 15 West; and the Northwest Quarter (NW/4) and The North Half of the Southwest Quarter (N/2 SW/4) of Section 12, Township

35 South, Range 15 West, containing 400 acres, more or less.

## WELL(S):

et . . . .

Davis Ranch #1-12 (APINo. 15-007-00639)-NE SE NW Sec 12-T35S-R15W Davis Ranch #2-11 (API No. 15-007-04629)- NW SE Sec 11-T35S-R15W

## **END OF EXHIBIT**