

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

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, BILL OF SALE, AND CONVEYANCE

STATE OF KANSAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF CLARK §

THAT, **Caswell Energy LLC, a Delaware limited liability company**, whose mailing address is P. O. Box 276, Salado, Texas 76571 (hereinafter referred to as “Assignor”) for and in consideration of the sum of One Hundred Dollars (\$100.00) cash and other good and valuable consideration to Assignor in hand paid by **Apex Resources LLC, a Texas limited liability company**, whose mailing address is 2911 Turtle Creek Boulevard, Suite 300, Dallas, Texas 75219 (hereinafter referred to as “Assignee”), the receipt and sufficiency of all consideration being hereby acknowledged, has GRANTED, TRANSFERRED, ASSIGNED, and CONVEYED and does hereby GRANT, TRANSFER, ASSIGN, and CONVEY unto Assignee, subject to the terms and provisions hereinafter stated, **an undivided 5% interest in and to:** (i) all oil and gas leases described on the attached Exhibit “A (the “Leases”) and the lands described therein, together with all rights, interests, and benefits in, derived or carved from, or appurtenant or attributable to, the Leases (subject to all burdens of record as of the Effective Time); and (ii) all of the wells listed on the attached Exhibit “B” including, but not limited to, the casing and tubing therein and all downhole and wellhead equipment at the wellsite and on the lease, and all surface equipment at the wellsite and on the lease (hereinafter referred to as the “Wells”) existing as of the Effective Time (hereinafter defined); together with a proportionate interest in and to (i) all oil, gas, well gas, casinghead gas, condensate, and all components of any of them (hereinafter referred to as “Hydrocarbons”) produced therefrom or attributable to the Leases and/or Wells on or after the Effective Time and (ii) all easements, rights-of-way, servitudes, surface leases, pipelines, electric lines, contracts and similar rights, obligations and interest described in Exhibit “C” (hereinafter referred to as “ROWS”); situated in **Clark County, Kansas** (collectively the Leases, Wells, Hydrocarbons and ROWs referred to herein as the “Properties”) as of the Effective Time.

TO HAVE AND TO HOLD the Properties, subject to the following terms and conditions:

1. Existing Agreements. This Assignment, Bill of Sale, Conveyance (“Assignment”) is made in accordance with and is subject to the terms, covenants and conditions contained in the Leases, force pooling orders and all of the assignments or other instruments or agreements of record which pertain to the Properties, and which will be binding on the Properties or Assignee on and after the Effective Time.
2. Assumption of Obligations. From and after the Effective Time, Assignee assumes and agrees to timely pay and perform its proportionate share of all duties, obligations, covenants and liabilities under the Properties relating to the ownership, use or operation of the Properties. Furthermore, Assignee expressly assumes, from and after the Effective Time, its proportionate share of any and all obligations and liabilities associated with the Properties, including but not limited to restoration of the surface and plugging and abandonment operations in accordance with the rules of the Kansas Corporation Commission, regardless of whether such surface restoration and plugging and abandonment operations arose prior to the Effective Time.
3. Assignor delivers the Properties to Assignee free and clear from liens, mortgages, encumbrances, and asserts that all fines, claims, penalties, injuries, deaths, damages, taxes, and royalties due thereunder have been paid. Assignor does hereby bind itself, its heirs, executors, administrators,

successors and assigns to warrant and forever defend all and singular the interest conveyed herein unto Assignee, its heirs, successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof by, through, and under Assignor but not otherwise.

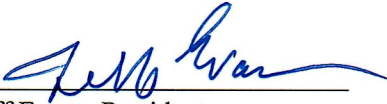
4. This Assignment is made subject to the terms of that certain Letter Agreement, dated June 28, 2023, by and between Assignor and Assignee (the “Agreement”), which will survive the execution and delivery of this Assignment and shall remain separate and distinct from, and not merge with or into, the terms of this Assignment. In the event of a conflict or discrepancy between the Agreement and this Assignment, the Agreement shall control to the extent of such conflict or discrepancy.
5. Amendments and Severability. This Assignment may not be modified supplemented or changed except in writing duly executed by both parties. If any provision of this Assignment is found by any court of competent jurisdiction to be invalid or unenforceable, the provision will be deemed modified to the extent necessary to make it valid or enforceable, and if it cannot be so modified, it will be deemed deleted and the remainder of this Assignment will not be affected thereby.
6. Counterparts. This Assignment may be executed in identical counterparts. Each counterpart will be deemed an original, and all counterparts taken together will constitute one and the same binding original. For the purposes of recording, the signature and acknowledgement pages of the various counterparts may be combined. Any signature to this Agreement delivered by facsimile or scanned and sent via e-mail shall be deemed original for all purposes.
7. Binding Effect. The provisions hereof shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date(s) of the acknowledgements annexed hereto, but effective for all purposes as of **August 1, 2023** at 12:00 a.m., Central Time (the “Effective Time”).

**ASSIGNOR SIGNATURE PAGE TO ASSIGNMENT, BILL OF SALE, AND CONVEYANCE
DATED EFFECTIVE AUGUST 1, 2023 BY AND BETWEEN CASWELL ENERGY LLC, A
DELAWARE CORPORATION, AS ASSIGNOR AND APEX RESOURCES LLC, AS ASSIGNEE**


ASSIGNOR:

Caswell Energy LLC, a Delaware limited liability company

By: 
Jeff Evans, President

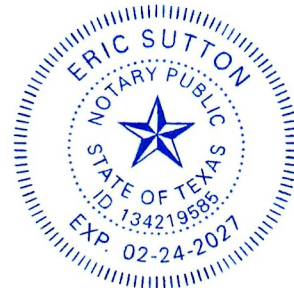
STATE OF TEXAS }
 }
COUNTY OF BELL }

This instrument was acknowledged before me on this 27th day of ~~June~~ July 2023 by Jeff Evans, President of Caswell Energy LLC, a Delaware limited liability company, on behalf of said limited liability company.


Notary Public in and for the State of Texas

Printed Name of Notary Public: Eric Sutton

My Commission Expires: 02/24/2027



ASSIGNEE SIGNATURE PAGE ONE TO ASSIGNMENT, BILL OF SALE, AND CONVEYANCE DATED EFFECTIVE AUGUST 1, 2023 BY AND BETWEEN CASWELL ENERGY LLC, A DELAWARE CORPORATION, AS ASSIGNOR AND APEX RESOURCES LLC, AS ASSIGNEE

ASSIGNEE:

Apex Resources LLC, a Texas limited liability company

By: Colin Wickman
Colin Wickman, Partner

STATE OF TEXAS }
 }
COUNTY OF DALLAS }

This instrument was acknowledged before me on this _____ day of June 2023 by _____ as _____ of Apex Resources LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of Texas

Printed Name of Notary Public: _____

My Commission Expires: _____

EXHIBIT "A"

LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL	LEGAL DESCRIPTION
FERNE MARSHALL THEIS, A WIDOW; LOCKE THEIS AND WIFE, EARLINE THEIS; CHARLES K THEIS AND WIFE, BETTY THEIS; ROBERT W THEIS AND WIFE, JEAN AUTREY THEIS; AND GEORGIANNE T RICE, A WIDOW	COTTON PETROLEUM CORPORATION ADDRESS UNKNOWN	11/14/1973	110/41	213/215	KS	CLARK	035S-025W-005	T35S-R25W: SEC 5: ALL OF SECTION 5, LESS AND EXCEPT LOT 2 (ALSO DESCRIBED AS LOTS 1,3,4,5,6, S/2 N/2 AND S/2
FERNE MARSHALL THEIS, A WIDOW; LOCKE THEIS AND WIFE, EARLINE THEIS; CHARLES K THEIS AND WIFE, BETTY THEIS; ROBERT W THEIS AND WIFE, JEAN AUTREY THEIS; AND GEORGIANNE T RICE, A WIDOW	COTTON PETROLEUM CORPORATION ADDRESS UNKNOWN	11/14/1973	110/42	213/216	KS	CLARK	035S-025W-002	T35S-R25W: SEC 2: N/2, SW/4
FERNE MARSHALL THEIS, A WIDOW; LOCKE THEIS AND WIFE, EARLINE THEIS; CHARLES K THEIS AND WIFE, BETTY THEIS; ROBERT W THEIS AND WIFE, JEAN AUTREY THEIS; AND GEORGIANNE T RICE, A WIDOW	COTTON PETROLEUM CORPORATION ADDRESS UNKNOWN	11/14/1973	110/43	213/217	KS	CLARK	035S-025W-008	T35S-R25W: SEC 8: ALL

END OF EXHIBIT "A"

EXHIBIT "B"

**SURFACE
HOLE
LOCATION**

WELL NAME	OPERATOR	API	COUNTY	STATE	SEC	TWN	RNG
THEIS W 1-2	LASSO ENERGY LLC	15-025-10130-0001	CLARK	KANSAS	2	35S	25W
THEIS W 1-5	LASSO ENERGY LLC	15-025-20208-0000	CLARK	KANSAS	5	35S	25W
THEIS W 1-8	LASSO ENERGY LLC	15-025-10065-0001	CLARK	KANSAS	8	35S	25W
THEIS W 2-2X	LASSO ENERGY LLC	15-025-21212-0000	CLARK	KANSAS	2	35S	25W
THEIS W 2-5	LASSO ENERGY LLC	15-025-21189 -0000	CLARK	KANSAS	5	35S	25W
THEIS W 3-5	LASSO ENERGY LLC	15-025-21187 -0000	CLARK	KANSAS	5	35S	25W
THEIS W 3525 1-8H	LASSO ENERGY LLC	15-025-21581-0100	CLARK	KANSAS	8	35S	25W
THEIS W 4-8	LASSO ENERGY LLC	15-025-21188-0000	CLARK	KANSAS	8	35S	25W

END OF EXHIBIT "B"

EXHIBIT "C"

LEASE NO	LESSOR	LESSEE	LEASE DATE	BOOK	PAGE	STATE	COUNTY	LEGAL	LEGAL DESC.
901*KS012082-000	CHARLES L DENISTON AND MAUREEN KAY DENISTON, TRUSTEES OF THE DENISTON REVOCABLE TRUST DATED OCTOBER 26, 2010	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	11/13/2012	44	343	KS	CLARK	030S-024W-006	T30S-R24W: SEC 06: CONTAINING 158.17 ACRES: LOT 2 (16.20 AC), LOT 5 (31.77 AC), LOT 6 (31.00 AC), LOT 7 (39.20 AC), SE/4 NW/4
901*KS012144-000	CRAIG A ELSEY AND TINA ELSEY	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	12/10/2012	44	338	KS	CLARK	030S-025W-001	T30S-R25W: SEC 01: CONTAINING 160.42 ACRES: LOT 1 (16.42 AC), LOT 3 (31.90 AC), LOT 4 (32.10 AC), S/2 NE/4
905*KS012586-000	ESPLUND FAMILY LIMITED PARTNERSHIP, A KANSAS LIMITED PARTNERSHIP	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	6/28/2013	45	64	KS	CLARK	030S-023W-030	T30S-R23W: SEC 30: W/2 NE/4
905*KS012586-000	ESPLUND FAMILY LIMITED PARTNERSHIP, A KANSAS LIMITED PARTNERSHIP	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	6/28/2013	45	64	KS	CLARK	030S-023W-030	T30S-R23W: SEC 30: E/2E/2

905*KS012586-000	ESPLUND FAMILY LIMITED PARTNERSHIP, A KANSAS LIMITED PARTNERSHIP	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	6/28/2013	45	64	KS	CLARK	030S-023W-030	T30S-R23W: SEC 30: NE/4, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1/2" REBAR AT THE NE/C OF SAID SEC 30; THENCE SOUTH 00 DEGREES 23' 19" EAST LONG THE EAST LINE OF SAID SEC 30, A DISTANCE OF 1270.25 FEET TO A POINT; THENCE SOUTH 89 DEGREES 36'41" WEST, A DISTANCE OF 462.74 FEET TO A SET 5/8" REBAR WITH CAP MARKED "LS1121", SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00'28" WEST, A DISTANCE OF
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800*KS012586-000	ESPLUND FAMILY LIMITED PARTNERSHIP, A KANSAS LIMITED PARTNERSHIP	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	6/28/2013	45	64	KS	CLARK	030S-023W-030	T30S-R23W: SEC 30: W/2 NE/4
800*KS012586-000	ESPLUND FAMILY LIMITED PARTNERSHIP, A KANSAS LIMITED PARTNERSHIP	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	6/28/2013	45	64	KS	CLARK	030S-023W-030	T30S-R23W: SEC 30: E/2E/2
800*KS012586-000	ESPLUND FAMILY LIMITED PARTNERSHIP, A KANSAS LIMITED PARTNERSHIP	SANDRIDGE EXPLORATION AND PRODUCTION, LLC	6/28/2013	45	64	KS	CLARK	030S-023W-030	T30S-R23W: SEC 30: NE/4, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 1/2" REBAR AT THE NE/C OF SAID SEC 30; THENCE SOUTH 00 DEGREES 23' 19" EAST LONG THE EAST LINE OF SAID SEC 30, A DISTANCE OF 1270.25 FEET TO A POINT; THENCE SOUTH 89 DEGREES 36'41" WEST, A DISTANCE OF 462.74 FEET TO A SET 5/8" REBAR WITH CAP MARKED "LS1121", SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00'28" WEST, A DISTANCE OF

END OF EXHIBIT "C"

After recording, please return to:
Apex Resources LLC
2911 Turtle Creek Boulevard, Suite 300
Dallas, Texas 75219