

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

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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: _____



Receipt #: 177398
Pages Recorded: 5

Cashier Initials: slopez

Date Recorded: 10/2/2023 12:27:46 PM

Stefhanie Shockley
DATA ENTRY ✓
LAND INDEX ✓

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE dated the 29th day of September, 2023, is from **West Texas Operating Company, LLC**, PO Box 691168, Houston, TX 77269 (hereinafter referred to as "Assignor") to **BEREXCO LLC**, 2020 N. Bramblewood, Wichita, KS 67206 (hereinafter referred to as "Assignee").

KNOW ALL MEN BY THESE PRESENTS:

THAT, for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, sell, bargain, assign, convey, quit-claim and deliver unto said Assignee, effective October 1, 2023 ("Effective Date"), the following properties (real, personal or mixed) and rights (contractual or otherwise), subject, however, to the conditions which are hereinafter set forth, to-wit:

- (a) All of Assignor's right, title and interest (including all working interests, pooled interests and other leasehold) in, to and under the oil and gas leases, the wells, and the leasehold estates created thereby; and any contracts or agreements affecting any of the lands set forth and described in Exhibit "A", attached hereto and made a part hereof by this reference, all of which are hereinafter called the "Subject Property";
- (b) All of Assignor's right, title and interest in and to all permits, licenses, servitudes, easements and rights-of-way of every character relating to said Subject Property; and
- (c) All of Assignor's right, title and interest in and to all personal property and improvements on said Subject Property, whether in use and operation, idle, or abandoned; all wells, casing, tubing, rods, packers, wellheads, pumping units, tanks, gun barrels, engines, and all other downhole and surface fixtures, materials, goods and equipment; all buildings or other structures, and machinery; all pipelines and pipeline systems, and related or appurtenant tankage, materials and equipment; all pump stations, lead lines, utility lines, power lines, telephone lines and telegraph lines, whether located above or below the ground; any and all other personal property and improvements on, appurtenant to, or obtained and used, or held for use, in connection with the ownership, operation, maintenance, and repair of the Subject Property; and all lease files, well files, oil and gas contract files, abstracts, title opinions, well logs, cores, production data, and all other similar books, files, information, and data (including engineering and geological files, maps and data, but excluding geophysical data) insofar as the same are primarily related to the Subject Property.

TO HAVE AND TO HOLD, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Assignee, its successors and assigns, forever, subject to the following terms and conditions:

1. This Assignment, Bill of Sale and Conveyance is made without warranty of title, express or implied, provided, however, Assignor hereby warrants and represents that (a) the Working Interest assigned hereunder shall be no less than Eighty Percent (80%) and the Net Revenue Interest assigned hereunder shall be no less than Seventy Percent (70%), it being the intention of Assignor and Assignee that the Working Interest assigned hereunder shall be subject only to the Lessors' royalties under the leases; (b) the Subject Property is free and clear of all liens, mortgages, production payments and encumbrances of any nature created by, through or under Assignor, but not otherwise; and (c) Assignor shall forever warrant and defend Assignee against every person or persons claiming title to all or any part of the Subject Property by, through or under Assignor, but not otherwise. Assignor delivers this Assignment, Bill of Sale and Conveyance with full subrogation of Assignee in and to all covenants, representations, and warranties by others heretofore given or made with respect to the Subject Property, whether to Assignor or Assignor's predecessors in title.

2. EXCEPT FOR THE SPECIAL WARRANTIES MADE IN PARAGRAPH 1. ABOVE, THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE IS MADE WITHOUT ANY WARRANTY OF TITLE, EXPRESS, IMPLIED, STATUTORY, OR AT COMMON LAW; AND WITHOUT ANY OTHER COVENANT, WARRANTY, OR REPRESENTATION OF ANY

NATURE, WHETHER EXPRESS, IMPLIED, STATUTORY, OR AT COMMON LAW, AND ANY SUCH COVENANTS, WARRANTIES AND REPRESENTATIONS, WHETHER OF TITLE OR OTHERWISE, ARE HEREBY EXPRESSLY DISCLAIMED BY ASSIGNOR, AND ASSIGNEE ACCEPTS THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE WITH FULL KNOWLEDGE OF SAME. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR SPECIFICALLY MAKES NO REPRESENTATION, COVENANT, OR WARRANTY, EXPRESS, IMPLIED, STATUTORY, OR AT COMMON LAW, AS TO THE VALIDITY OF ANY OF THE LEASES, CONTRACTS OR AGREEMENTS COVERED HEREBY, OR AS TO THE ACCURACY OF ANY DATA OR INFORMATION DELIVERED TO ASSIGNEE BY WHATSOEVER MEANS WITH RESPECT TO THE PROPERTIES CONVEYED HEREBY, OR CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON PRODUCTION OR RESERVES, IF ANY, ATTRIBUTABLE TO THE PROPERTIES CONVEYED, THE ABILITY OF THE PROPERTIES TO PRODUCE HYDROCARBONS, OR THE PRICES AT WHICH ASSIGNEE IS OR WILL BE ENTITLED TO RECEIVE FOR ANY SUCH HYDROCARBONS, OR CONCERNING THE COSTS OF OPERATIONS. FURTHER, AND ALSO WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED BY AND BETWEEN ASSIGNOR AND ASSIGNEE THAT ALL PERSONAL PROPERTY AND IMPROVEMENTS BEING CONVEYED HEREUNDER ARE BEING DELIVERED TO ASSIGNEE WITHOUT WARRANTY, COVENANT OR REPRESENTATION, EXPRESS, IMPLIED, STATUTORY, OR AT COMMON LAW, AS TO DESCRIPTIONS, TITLE, CONDITION, SERVICEABILITY, MERCHANTABILITY, QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE, AND ASSIGNEE ACCEPTS ALL OF SUCH PERSONAL PROPERTY AND IMPROVEMENTS "AS IS", "WHERE IS", AND "WITH ALL FAULTS".

3. ASSIGNEE HEREBY ACKNOWLEDGES THAT ASSIGNEE HAS EXAMINED THE PROPERTY BEING CONVEYED, AND IN ACCEPTING THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE IS NOT RELYING FOR ANY PURPOSE ON ANY PRIOR DESCRIPTION OF SUCH PROPERTY, WHETHER WRITTEN OR VERBAL, WHICH MAY HAVE BEEN DELIVERED TO ASSIGNEE BY ASSIGNOR, AND THAT ASSIGNEE HAS INSPECTED THE SUBJECT PROPERTY FOR ALL PURPOSES, INCLUDING, WITHOUT LIMITATION, FOR THE PURPOSE OF DETECTING THE PRESENCE OR CONCENTRATION OF NATURALLY OCCURRING RADIUM, THORIUM OR OTHER SUCH MATERIALS (HEREINAFTER REFERRED TO AS "NORM"), AND HAS SATISFIED ITSELF AS TO THE PHYSICAL AND ENVIRONMENTAL CONDITION OF THE SUBJECT PROPERTY, BOTH SURFACE AND SUBSURFACE, AND ASSIGNEE ACCEPTS THE SAME "AS IS", "WHERE IS", AND "WITH ALL FAULTS". ASSIGNOR DISCLAIMS ALL LIABILITY ARISING IN CONNECTION WITH THE PRESENCE OF ENVIRONMENTAL CONDITIONS SUCH AS, BUT NOT LIMITED TO, NORM ON THE SUBJECT PROPERTY. WITHOUT LIMITING ANY OF THE FOREGOING, ASSIGNOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING (A) THE PRESENCE OR ABSENCE FROM THE LANDS COVERED BY THE SUBJECT INTERESTS OF HAZARDOUS SUBSTANCES AND/OR SOLID WASTE, AS DEFINED BY THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS PROMULGATED PURSUANT TO THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AS AMENDED ("CERCLA"); OR (B) THE COMPLIANCE OR NONCOMPLIANCE OF THE SUBJECT INTERESTS WITH CERCLA, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL CLEAN AIR ACT (AS ANY OF THE SAME MAY HAVE BEEN AMENDED FROM TIME TO TIME), OR ANY OTHER STATUTE, LAW, ORDINANCE, REGULATION, ORDER OR DECREE RELATING TO ENVIRONMENTAL MATTERS.

4. THE PARTIES AGREE THAT, TO THE EXTENT REQUIRED BY LAW TO BE APPLICABLE, THE DISCLAIMERS CONTAINED WITHIN PARAGRAPHS 2. AND 3. HEREOF ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY LAW, RULE OR ORDER.

5. Excluding any claims subject to the special warranties made in paragraph 1. above, from and after the Effective Date of this Assignment, Bill of Sale and Conveyance, Assignee shall defend, indemnify and hold Assignor harmless from and against any and all claims, demands, and causes of action of every kind and character, brought by or in favor of any individual, company, corporation,

governmental agency or other entity, for claims concerning the Subject Property, arising directly or indirectly from or incident to, the use, occupation, operation, maintenance or abandonment of the Subject Property, after the Effective Date of this Assignment, Bill of Sale and Conveyance.

6. The rights, titles and interests herein conveyed are vested in Assignor through separate and various documents, including, but not limited to, leases, assignments, contracts and agreements, and Assignee hereby acknowledges same and agrees to be bound by all terms and conditions of such instruments, whether or not listed on any Exhibit attached hereto. From and after the Effective Date of this Assignment, Bill of Sale and Conveyance, Assignee shall assume and be responsible for all duties and obligations of Assignor, express or implied, with respect to the Subject Property, including, without limitation, those arising under or by virtue of any lease, assignment, contract, agreement, document, permit, applicable statute or rule, regulation or order of any governmental authority. Assignee shall perform all of the above stated duties and obligations at its sole expense, and shall defend, indemnify and hold Assignor harmless from and against any and all cost, expenses, damages, claims, losses, liabilities, demands and causes of action of every kind and character with respect thereto.

7. Assignor shall be entitled to all proceeds for sales from the Subject Property prior to the Effective Date of this Assignment, Bill of Sale and Conveyance, as well as all oil in tanks above the pipeline connection as of the Effective Date. Assignee shall be entitled to all proceeds for sales from the Subject Property after the Effective Date, subject to adjustment for oil in the tanks above pipeline connection as of the Effective Date, if any. Assignor shall remain responsible for all expenses applicable to the working interests assigned herein for operations prior to the Effective Date. Assignee shall be responsible for all other expenses applicable to the working interests assigned herein. Ad valorem taxes for 2023 shall be pro-rated between the parties hereto as of the Effective Date.

8. It is specifically understood and agreed by and between Assignor and Assignee that all of the warranties, indemnifications and other covenants herein contained shall continue and remain in effect after and beyond the Effective Date of this Assignment, Bill of Sale and Conveyance. Assignor and Assignee hereby acknowledge and agree that the terms of this Assignment, Bill of Sale and Conveyance between the parties hereto are contractual and not a mere recital.

9. This Assignment, Bill of Sale and Conveyance is delivered pursuant, and expressly subject, to the terms and conditions of that certain Letter Agreement dated September 22, 2023 executed by and between West Texas Operating Company LLC d/b/a Xtreme Energy Company and Berexco LLC. In the event of any conflict between the provisions of said Letter Agreement and this Assignment, Bill of Sale and Conveyance, the provisions of said Letter Agreement shall govern.

10. Assignor and Assignee will execute all such other and additional instruments, notices, forms and other documents, and will do all such other acts as may be necessary to more fully convey all of the respective rights and interest herein and hereby granted or intended to be granted.

11. The terms and conditions contained herein shall constitute covenants running with the land, and shall be binding upon, and for the benefit of, the respective successors and assigns of Assignor and Assignee.

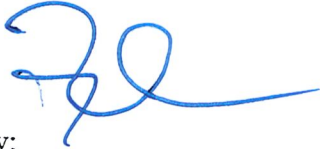
DATED this 29th day of September, 2023, to be effective as of the Effective Date.

ASSIGNOR


ASSIGNEE

West Texas Operating Company, LLC

BEREXCO LLC

By: 

Michael Hahn
Member

By: 

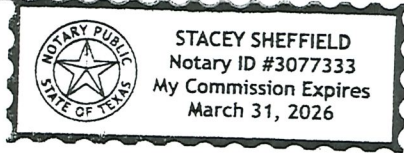
Charles B. Spradlin, Jr.
Executive Vice President

STATE OF TEXAS)
) SS:
COUNTY OF Harris)

The foregoing instrument was acknowledged before me on this 27 day of September, 2023, by Michael Hahn, as Member of West Texas Operating Company, LLC, on behalf of said entity.

My commission expires:
3/31/26

Stacey Sheffield
Notary Public
Stacey Sheffield



STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me on this 29th day of September, 2023, by Charles B. Spradlin, Jr., as Executive Vice President of BEREXCO LLC, on behalf of said entity.

My commission expires:
12-16-2024

Jesse Fendorf
Notary Public
Jesse Fendorf

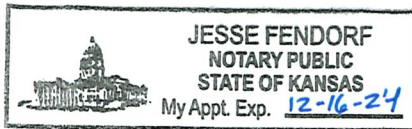


Exhibit "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance, dated September 29, 2023, effective October 1, 2023, by and between West Texas Operating Company, LLC, as Assignor, and BEREXCO LLC, as Assignee.

Oil and Gas Leases

Oil and Gas Lease dated March 25, 1944, by and between the Federal Land Bank of Wichita, Wichita, Kansas, as Lessor, and J.D. Long, as Lessee, recorded in Book 13 at Page 305 of the records of Finney County, Kansas; and

Oil and Gas Lease dated October 20, 1947, by and between Magnolia Petroleum Company, as Lessor, and Northern Natural Gas Company, as Lessee, recorded in Book 16 at Page 526 of the records of Finney County, Kansas,

INSOFAR AND ONLY INSOFAR as said oil and gas leases cover the NW/4 of Section 17, Township 26 South, Range 33 West, Finney County, Kansas, from the depth of 3,400 feet to 5,395 feet.

Surface Owners

Elsie M. Stone
10985 S. Sandhill Rd.
Garden City, KS 67846-8917

Diann T. Stone
3725 W. County Rd. E
Garden City, KS 67846-8806

Timothy F. Stone
3725 W. County Rd. E
Garden City, KS 67846-8806