KOLAR Document ID: 1732784

## 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:					
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)
		Circle: FSL/FNL	<i>Circle:</i> 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 _		
		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		
			FEL/FWL _		
			FEL/FWL _		
			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) CE	<b>3-1</b> (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	
Address 1:	
Address 2:	
City: State: Zip:+	
Contact Person:	the lagge helps:
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:	accepts, and in the real estate property toy records of the accepts traceurer
City:	_
the KCC with a plat showing the predicted locations of lease roads,	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.
☐ I certify that, pursuant to the Kansas Surface Owner No provided the following to the surface owner(s) of the langer C-1, Form CB-1, Form T-1, or Form CP-1 that I am	otice 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 ifiling 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, rface 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 hand form and the associated Form C-1, Form CB-1, Form T-1, or Form	lling 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:

## AGREEMENT FOR PURCHASE OF OIL AND GAS LEASEHOLD INTERESTS

THIS AGREEMENT made and entered into this \_\_\_\_\_\_ day of October, 2023, by and between Castle Resources, Inc., a Kansas corporation, with principal offices in Schoenchen, Kansas, hereinafter referred to as ("Castle"), and as agent for and on behalf of the Working Interest Owners, and collectively referred to as ("Sellers"), and Harrison Gilliland, a resident of Plainville, Kansas, hereinafter referred to as ("Buyer").

#### WITNESSETH:

WHEREAS, Sellers desire to sell to Buyer and Buyer desires to purchase from Sellers on the terms and subject to the conditions set forth in this agreement, 100% of Sellers' oil and gas leasehold interest and assets associated with the oil and gas leases known as the Atherton and Henderson Leases as described on Exhibit "A and B" attached hereto.

NOW THEREFORE in consideration of the premises and mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers and Buyer agree as follows:

promptly, but no later than five (5) days prior to closing, notify Sellers in writing of any defects. Sellers shall have a reasonable time within which to remedy or cure any defects and in the event the same cannot be remedied or cured, then in that event, Buyer, at its sole option and election, may declare the agreement void and terminated and shall have no further obligation to purchase properties.

- 8. Operations Pending Closing. The parties understand and agree that the effective date of this transaction shall be September 1, 2023, however, the Seller shall remain in possession and operate such properties until October 1, 2023. Buyer shall be entitled to all production on or after September 1, 2023, including oil previously produced and in the tanks. Buyer shall reimburse Seller for its actual out-of-pocket expenses incurred in operating the leases for the month of September 2023. Buyer shall take over all operations effective October 1, 2023.
- 9. Revenue and Expenses Pending Closing. It is understood and agreed that all revenue attributable to the oil and gas leases produced prior to the effective date, even though it will be paid in September of 2023 shall remain the property of Sellers. Buyer shall reimburse Sellers for all their operations incurred after the effective date up until the time that such operations are turned over to Buyer on October 1. From and after the effective date Buyer shall be entitled to all revenue from oil produced on the premises on or after September 1 which will include oil in the tanks effective as of September 1. Buy shall also reimburse Seller for any and all operating expenses incurred by Seller from and after the effective date.
- 10. Buyer' Indemnification. From its ownership and operation of leasehold premises upon taking over operations on or about October 1, 2023 Buyer agrees to indemnify and hold Sellers harmless from any and all costs, liabilities, expenses, suits, judgments, payment of royalty, damages to persons or property, plugging costs, or compliance with State and Federal laws and regulations arising from its ownership and operation of the leasehold premises commencing the effective date of this transaction, September 1, 2023.
- 11. Sellers's Indemnification. From its ownership and operation of leasehold premises upon taking over operations on or about October 1, 2023 Sellers agrees to indemnify and hold Buyer harmless from any and all costs, liabilities, expenses, suits, judgments, payment of royalty, damages to persons or property or compliance with State and Federal laws and regulations arising from its ownership and operation of the leasehold premises prior to the effective date of this transaction as of September 1, 2023.
- 12. **Final Closing Statement**. At the time of closing, the Escrow Agent shall prepare and provide a closing statement, reflecting any adjustments to the purchase price or otherwise arising out of this Agreement which statement shall be provided to the parties. The parties shall have five (5) days thereafter within which to request adjustments or modifications to the closing statement.
- 13. Mortgages, Liens, and Encumbrances. Unless otherwise agreed by Sellers, at no time during the term of this agreement shall Buyer permit or allow any mortgages, mechanic's liens, or other encumbrances to be filed or to become liens against the aforementioned leases or personal property associated therewith and shall indemnify and hold Sellers harmless of any

liability or responsibility for any such unpaid mortgages, liens, or other encumbrances.

- 14. **Post Closing Operations**. Buyer agrees that until all of the installment payments have been paid in full, it shall continue to operate as, maintain production from the Leases and do nothing to jeopardize the validity of such oil and gas leases unless it first receives written approval to take such action from the Sellers.
- 15. **Default.** The parties acknowledge and agree that time is of the essence in construing this agreement. In the event Buyer fails to make an installment payment when due or fails to pay taxes, insure the premises, or otherwise maintain and produce such oil and gas leases or otherwise comply with any other terms and conditions required of Buyer to maintain such leases and after thirty (30) days notice of such default is given by Sellers to Buyer and said default is not remedied or cured then in that event, Seller shall have the right to pursue and remedies to which they may be entitled at law or equity for such breach including but not limited to specific performance of this agreement or in the alternative for forfeiture or damages.
- 16. Notice. All notices required to be given pursuant to this agreement shall be given to the parties at the following addresses:

Sellers:

Castle Resources, Inc.

C/O: Jerry Green PO Box 583

Russell, KS 67665

Buyer:

HG Oil Holdings, LLC C/O: Harrison Gilliland 211 SW 9<sup>th</sup> Street Plainville, KS 67601

- 17. Expenses. The parties agree to split the closing and escrow costs of the Jeter Law Firm. Buyer shall incur the costs for recording the assignments. Sellers shall pay for document preparation and consultation with the Jeter Law Firm and Buyer shall be responsible for consultation fees with his attorney.
- 18. Counterparts. This agreement may be executed in one or more counterparts with the same effect as if all signatures of the parties hereto were on the same document but in such event each counterpart shall constitute an original, and all of such counterparts shall constitute one agreement.
- 19. Assignment. Castle shall have the right to assign its leasehold interest without the consent or approval of Sellers.
- 20. *Binder*. This agreement shall extend to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto caused their authorized representatives to execute this agreement effective on the day first above written.

SELLERS:

CASTLE RESOURCES, INC., Operator and Agent for and on behalf of Working Interest Owners

Jerry Green, President

BUYER:

HARRISON GILLILAND

### EXHIBIT "A"

### **Atherton Leases**

1. Lessors: Edna I. Mai Trustee, Indenture of Trust of Edna I. Mai

Lessee: K & M Pipe and Supply Co.

Date: November 16, 2011 Recorded: Book 216, Page 328

Legal Description: SW/4 of 30-13-14 Russell County, Kansas

2. Lessors: Gerald Edward Mai and Stella Mary Mai, Trustees of the

Gerald Mai Trust dated June 15, 2000

Lessee: K & M Pipe and Supply Co.

Date: November 16, 2011 Recorded: Book 216, Page 330

Legal Description: SE/4 of 30-13-14 Russell County, Kansas

### **Henderson Leases**

1. Lessors: Kansas City Life Insurance Co.

Lessee: Meridian Energy, Inc.
Date: April 24, 2008

Recorded: Book 694 Records, Page 217

Legal Description: SE/4 NW/4; E/2 SW/4; SW/4 SW/4 of 22-11-18 Ellis County,

Kansas

2. Lessors: Newray Limited Partners, L.P., Newell R. Hays Enterprises,

Inc., General Partner

Lessee: Meridian Energy, Inc.

Date: April 24, 2008 Recorded: Book 705, Page 675

Legal Description: SE/4 NW/4; E/2 SW/4; SW/4 SW/4 of 22-11-18 Ellis County,

Kansas

3. Lessors: McGehee-Davis Co.

Lessee: Meridian Energy, Inc.

Date: April 24, 2008 Recorded: Book 705, Page 991

Legal Description: SE/4 NW/4; E/2 SW/4; SW/4 SW/4 of 22-11-18 Ellis County,

Kansas

4. Lessors: Donald E. Cobb, Trustee of the JHC Trust

Lessee: Meridian Energy, Inc.
Date: April 24, 2008

Recorded: Book 705, Page 994

Legal Description: SE/4 NW/4; E/2 SW/4; SW/4 SW/4 of 22-11-18 Ellis County,

Kansas

5. Lessors: Shirley Wahlenmaier Voegele, a married woman dealing in

her sole and separate property

Lessee: Meridian Energy, Inc.

Date: April 24, 2008 Recorded: Book 705, Page 997

Legal Description: SE/4 NW/4; E/2 SW/4; SW/4 SW/4 of 22-11-18 Ellis County,

Kansas

6. Lessors: Deborah B. Grissen and Marshall E. Brown, Co-Trustees of

the Leone Wahlenmaier Trust

Lessee: Meridian Energy, Inc.
Date: April 24, 2008

Recorded: Book 706, Page 1

Legal Description: SE/4 NW/4; E/2 SW/4; SW/4 SW/4 of 22-11-18 Ellis County,

Kansas

7. Lessors: Douglas M. Crowe, Jr. and Maxine J. Crowe, Trustees of the

Crowe Family Trust

Lessee: Meridian Energy, Inc.
Date: April 24, 2008
Recorded: Book 706, Page 4

Legal Description: SE/4 NW/4; E/2 SW/4; SW/4 SW/4 of 22-11-18 Ellis County,

Kansas