KOLAR Document ID: 1541692

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:			
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:			
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:			
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				

KOLAR Document ID: 1541692

Side Two

Must Be Filed For All Wells

KDOR Lease No.:					
* Lease Name:			* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Sec (i.e. FSL = Feet from		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.

^{*} 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.

KOLAR Document ID: 1541692

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 #	Well Location:
Name:	Sec Twp S. R East _ West
Address 1:	County:
Address 2:	
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
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:	
City:	
the KCC with a plat showing the predicted locations of lease roa	(Cathodic Protection Borehole Intent), you must supply the surface owners and ads, tank batteries, pipelines, and electrical lines. The locations shown on the plat attered 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 provided the following to the surface owner(s) of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I C-1 or Form CB-1, the plat(s) required by this form; and	Notice Act (see Chapter 55 of the Kansas Statutes Annotated), I have land upon which the subject well is or will be located: 1) a copy of the am filing in connection with this form; 2) if the form being filed is a Form d 3) my operator name, address, phone number, fax, and email address. her(s). I acknowledge that, because I have not provided this information,
the KCC will be required to send this information to the	e surface owner(s). To mitigate the additional cost of the KCC performing and address of the surface owner by filling out the top section of this form
If choosing the second option, submit payment of the \$30.00 has form and the associated Form C-1, Form CB-1, Form T-1, or Fo	randling fee with this form. If the fee is not received with this form, the KSONA-1 orm CP-1 will be returned.
I hereby certify that the statements made herein are true and co	orrect to the best of my knowledge and belief.
Date: Signature of Operator or Agent:	Title:

RTN-Brickley Enterprises, LLC PO Box 1118 El Dorado KS 67042

REASSIGNMENT OF OIL AND GAS LEASE AND BILL OF SALE

WHEREAS, reference is made to that certain Assignment of Oil and Gas Lease and Bill of Sale dated effective September 1, 2020, entered into by and between the undersigned parties, recorded in the Office of the Register of Deeds for Butler County, Kansas, in **Book 2020, Page 7969**; and

WHEREAS, the transaction contemplated by the above-described Assignment recorded in Book 2020, Page 7969, has been rescinded and the undersigned parties have made and entered into this instrument to correct the public record accordingly.

KNOW ALL MEN BY THESE PRESENT that **Brickley Enterprises**, **LLC**, a Kansas limited liability company, PO Box 1118, El Dorado, KS 67042, 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, working interest and overriding royalty interest unto **Kansas Resource Development Company**, a Nevada limited liability company, 6701 W. 64th St, Suite 312, Overland Park, KS 66202, and **S&B Operating, LLC**, a Nevada limited liability company, 6701 W. 64th St, Suite 312, Overland Park, KS 66202, hereinafter called "Assignee," its successors and assigns, in and to the following oil and gas leases and personal property:

- (A) The Oil and Gas Leases described on Exhibit A and the 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 (collectively, the "Leases"); AND
- (B) All equipment, wells, structures and personal property, to include fixtures and improvements, currently located on the Leases described above in paragraph (A), and used, formerly used or held for use in connection with oil and gas exploration, production, treatment, storage and marketing activities (collectively, the "Personal Property").

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

ASSIGNMENT TERMS:

- 1. DISCLAIMER OF WARRANTY. Assignor makes this assignment without any representation or warranty of any kind, and the Assigned Property is being assigned AS IS, WHERE IS and WITH ALL FAULTS. Assignee accepts the Assigned Property without warranty of any kind by 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 OF RESPONSIBILITY. Assignor and Assignee do hereby stipulate and agree among themselves that all of the wells located upon the Leases are being assigned to Assignee and that no such wells shall be considered to 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 from and after the date of this Assignment and shall indemnify and hold Assignor, its affiliates, and directors, officers and employees harmless from any, claim, damage, liability or responsibility for any of such wells or oil and gas equipment or the repair, restoration or remediation of the real property covered by the Leases

from and after the date of this Assignment, whether or not such damage, event or liability accrued prior to the date of this Assignment. Within 30 days after the effective date of this Assignment Assignee 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. ACKNOWLEDGEMENT OF CONDITION OF LEASES. Assignor and Assignee expressly acknowledge that most of the Leases have not produced either oil or gas for an extended period of time and therefore it is possible or even likely that said Leases have expired by their own terms. It is Assignee's intent to obtain ratifications of the Leases or new oil and gas leases covering the real property encumbered by the Leases, however Assignee accepts the risk that the respective landowners may not execute ratifications or a new lease and Assignee nevertheless unconditionally accepts all of the responsibilities and liabilities associated with said real property, including plugging and remediation obligations, even if Assignee does not ultimately obtain a valid oil and gas lease covering such real property. Assignee unconditionally accepts this assignment of all of Assignor's right, title, interest and responsibility with respect to the Leases and the Personal Property at its own risk and without any assurances by Assignor that new leases or ratifications can be obtained from the respective owners of the real property covered by the Leases.
- 4. 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.
- 5. 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.
- 6. EFFECTIVE DATE. This Conveyance shall be effective as of September 1, 2020, at 12:01 a.m., central standard time.

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.

BRICKLEY ENTERPRISES LLC

By:	_
KANSAS RESOURCE DEVELOPMENT COMPANY	
By: George L. Shuck – Chief Financial Officer	
S&B OPERATING, LLC BY: KANSAS RESOURCE DEVELOPMENT COMPANY, ITS MANAGER	
Bv·	

George L. Shuck - Chief Financial Officer

STATE OF KANSAS, COUNTY OF JOHNSON, ss:	
This instrument was acknowledged before me on the George L. Shuck, Chief Financial Officer of Kansas Resource Deve liability company.	_ day of, 2021, by elopment Company, a Nevada limited
Appointment/Commission Expires:	Notary Public
STATE OF KANSAS, COUNTY OF JOHNSON, ss:	
This instrument was acknowledged before me on the George L. Shuck, Chief Financial Officer of Kansas Resource Devel as Manager for S&B Operating , LLC , a Nevada limited liability con	_ day of, 2021, b opment Company, acting in its capacit npany.
Appointment/Commission Expires:	Notary Public
STATE OF KANSAS, COUNTY OF BUTLER, ss:	
This instrument was acknowledged before me on the, managing memb	day of, 2021, by
Kansas limited liability company.	, <u></u>
Appointment/Commission Expires:	Notary Public

LEE PRIER LEASE

Dated:

May 31, 1997 June 24, 1997

Filed: Recorded:

Book 813, page 112

Lessors:

V. Ray and Kathy R. McClure

Lessee:

Bear Petroleum, Inc.

Description:

South Half of the Northeast Quarter (S/2 NE/4), Section 2, Township 28 South, Range 4

East, Butler County, Kansas.

CAMAC LEASE

Dated: Filed:

September 15, 2015 November 17, 2015

Recorded:

Book 2015, Page 9865 Cole L. Camac and Cara Camac, husband and wife

Lessors: Lessee:

Kansas Resource Development Company

Description:

Township 28 South, Range 4 East of the 6th P.M.

Section 2: Government Lot 1, EXCEPT 10 acres in square form in the Southeast corner

thereof; and the East 540 feet of Government Lot 2, Butler County, Kansas.

MOYLE LEASE

Dated: Filed:

June 30, 1913 August 8, 1913

Recorded: Lessors:

Book K, Page 114 Henry Moyle and his wife, Josephine Moyle

Lessee:

R. A. Morris, John Moyle and A. W. Skaer

Description:

The Southwest Quarter of Section Thirty Five, Township Twenty Seven, Range

Four East, Butler County, Kansas.

(As to the Oil Rights in and Under the Moyle Lease Only)

AMBLER LEASE

Dated: Filed:

May 15, 2015 May 15, 2015

Recorded:

Book 2015, Page 3788

Lessors:

Fyler Oil, LLC, a Kansas limited liability company, and Jim Amann and Aggie

Windholz, husband and wife

Lessee:

Kansas Resource Development Company

Description:

The Northwest Quarter (NW/4) of Section 2, Township 28 South, Range 4 East, Butler

County, Kansas.

WILSON LEASE

Dated:

March 27, 2007

Recorded:

Book 2007, Page 7582

Lessors:

Marietta L. Reed and Gene A. Reed, her husband

Lessee:

J. Fred Hambright, Inc.

Description:

Northeast Quarter (NE/4), Section 30, Township 24 South, Range 5 East, Butler County,

Kansas

Dated:

April 4, 2007

Recorded:

Book 2007, Page 9140

Lessors:

Wilson United Methodist Church

Lessee:

J. Fred Hambright, Inc.

Description:

Northeast Quarter (NE/4), Section 30, Township 24 South, Range 5 East, Butler County,

Kansas

ASSIGNMENT OF OIL AND GAS LEASE AND BILL OF SALE

WHEREAS, this Assignment is made in connection with Assignor and Assignee's settlement of Case No. 2021-CV-000063 filed in the District Court, Butler County, Kansas, and is intended to put Assignor and Assignee in the same position they were prior to the execution and recording of that certain Assignment of Oil and Gas Lease and Bill of Sale dated effective September 1, 2020, and recorded in Book 2020, Page 7969.

KNOW ALL MEN BY THESE PRESENTS, that **Brickley Enterprises**, **LLC**, a Kansas limited liability company, PO Box 1118, El Dorado, KS 67042, 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, working interest and overriding royalty interest unto **Kansas Resource Development Company**, a Nevada limited liability company, 6701 W. 64th St, Suite 312, Overland Park, KS 66202, hereinafter called "Assignee," its successors and assigns, in and to the following oil and gas leases and personal property:

- (A) The Oil and Gas Leases described on Exhibit A and the 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 (collectively, the "Leases"); AND
- (B) All equipment, wells, structures and personal property, to include fixtures and improvements, currently located on the Leases described above in paragraph (A), and used, formerly used or held for use in connection with oil and gas exploration, production, treatment, storage and marketing activities (collectively, the "Personal Property").

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

ASSIGNMENT TERMS:

- 1. DISCLAIMER OF WARRANTY. Except as set forth in the settlement, Assignor makes this assignment without any representation or warranty of any kind, and the assigned property is being assigned AS IS, WHERE, and WITH ALL FAULTS. Assignee accepts the Assignment Property without warranty of any kind by 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 OF RESPONSIBILITY. In addition to the terms set forth in the settlement, Assignor and Assignee do hereby stipulate and agree among themselves that all of the wells

located upon the Leases are being assigned to Assignee and that no such wells shall be considered to 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 from and after the date of this Assignment and shall indemnify and hold Assignor, their affiliates, and directors, officers and employees harmless from any claim, damage, liability or responsibility for any of such wells or oil and gas equipment or the repair, restoration or remediation of the real property covered by the Leases from and after the date of this Assignment, whether or not such damage, event or liability accrued prior to the date of this Assignment. Within 30 days after the effective date of this Assignment, Assignee 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. ACKNOWLEDGMENT OF CONDITION OF LEASES. Assignor and Assignee expressly acknowledge that most of the Leases have not produced either oil or gas for an extended period of time and therefore it is possible or even likely that said Leases have expired by their own terms. It is Assignee's intent to obtain ratifications of the Leases or new oil and gas leases covering the real property encumbered by the Leases, however, Assignee accepts the risk that the respective landowners may not execute ratifications or a new lease and Assignee nevertheless unconditionally accepts all of the responsibilities and liabilities associated with said real property, including plugging and remediation obligations, even if Assignee does not ultimately obtain a valid oil and gas lease covering such real property. Assignee unconditionally accepts this assignment of all of Assignor's right, title, interest and responsibility with respect to the Leases and the Personal Property at its own risk and without any assurances by Assignor that new leases or ratifications can be obtained from the respective owners of the real property covered by the Leases.
- 4. 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.
- 5. 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.
- 6. EFFECTIVE DATE. This Conveyance shall be effective as of September 1, 2020, at 12:01 a.m., central standard time.

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.

BRICKLEY ENTERPRISES, LLC

By: Jonathan Brickley,

Managing Member

ACCEPTED BY:	·
KANSAS RESOURCE DEVELOPMENT COMPA	ANY
By: George L. Shuck - Chief Financial Office BRADLEY KNAMER OPERATERS	or
STATE OF KANSAS, COUNTY OF 36) \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\
by George L. Shuck, Chief Financial Of Nevada limited liability company.	ed before me on the 19 day of FEBRUARY, 2024, fficer of Kansas Resource Development Company, a
Appointment/Commission Expires:	PHILLIP FRICK My Appointment Expires August 30, 2024
STATE OF KANSAS, COUNTY OF $_{\mathcal{B}}$	outler, ss:
This instrument was acknowledg Jonathan Brickley, managing member o company.	ged before me on the <u>29</u> th day of January, 2024, by f BRICKLEY ENTERPRISES, LLC, a Kansas limited liability
	Lyclia E. M. Douglas
Appointment/Commission Expires: 06-1	Notary Public

NOTARY PUBLIC - State of Kensas LYDIA E.M. DOUGLAS MYAPPT. EXPIRES <u>OG - 18-2027</u> LEE PRIER LEASE

Dated: Filed:

May 31, 1997 June 24, 1997

Recorded:

Book 813, page 112

Lessors:

V. Ray and Kathy R. McClure

Lessee:

Bear Petroleum, Inc.

Description:

South Half of the Northeast Quarter (S/2 NE/4), Section 2, Township 28 South,

Range 4 East, Butler County, Kansas

CAMAC LEASE

Dated: Filed:

September 15, 2015 November 17, 2015 Book 2015, Page 9865

Recorded: Lessors: ~

Cole L. Camac and Cara Camac, husband and wife

Lessee:

Kansas Resource Development Company

Description:

Township 28 South, Range 4 East of the 6th P.M.

Section 2: Government Lot 1, EXCEPT 10 acres in square form in the Southeast corner thereof; and the East 540 feet of Government Lot 2, Butler County, Kansas.

MOYLE LEASE

Dated:

June 30, 1913 August 8, 1913

Filed: Recorded:

Book K. Page 114

Lessors:

Henry Moyle and his wife, Josephine Moyle

Lessee:

R. A. Morris, John Moyle and A. W. Skaer

Description:

The Southwest Quarter of Section Thirty Five, Township Twenty Seven, Range

Four East, Butler County, Kansas

(As to the Oil Rights in and Under the Movle Lease Only)

AMBLER LEASE

Dated: Filed:

May 15, 2015 May 15, 2015

Recorded:

Book 2015, Page 3788

Lessors:

___ Fyler Oil, LLC, a Kansas limited liability company, and Jim Amann and Aggie

Windholz, husband and wife

Lessee:

Kansas Resource Development Company

Description:

The Northwest Quarter (NW/4) of Section 2, Township 28 South, Range 4 East,

Butler County, Kansas.

WILSON LEASE

Dated:

March 27, 2007

Recorded:

Book 2007, page 7582

Lessors:

Marietta L. Reed and Gene A. Reed, her husband

Lessee:

J. Fred Hambright, Inc.

Description:

Northeast Quarter (NE/4), Section 30, Township 24 South, Range 5 East,

Butler County, Kansas

Dated:

Recorded:

Lessors:

April 4, 2007 Book 2007, page 9140 Wilson United Methodist Church

Lessee:

J. Fred Hambright, Inc.

Description:

Northeast Quarter (NE/4), Section 30, Township 24 South, Range 5 East,

Butler County, Kansas

EXHIBIT A