

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: \_\_\_\_\_

Signature: \_\_\_\_\_

New Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

New Operator's Name & Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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  
the new operator and may continue to inject fluids as authorized by

Permit No.: \_\_\_\_\_ . Recommended action: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_ is acknowledged as  
the new operator of the above named lease containing the surface pit

permitted by No.: \_\_\_\_\_ .

Date: \_\_\_\_\_

Authorized Signature

DISTRICT \_\_\_\_\_ EPR \_\_\_\_\_ PRODUCTION \_\_\_\_\_ UIC \_\_\_\_\_



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)
		<i>Circle:</i> 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	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ FEL/FWL	_____	_____
_____	_____	_____ FSL/FNL	_____ 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.

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: \_\_\_\_\_

**BROWN LEASE – ADDITIONAL SURFACE OWNERS**

ALL IN THE N/2 OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 21 EAST

DENNIS AND DIONNE NEWTON 4182 SAND CREEK RD WELLSVILLE, KS 66092	S19, T16, R21E, Acres 22.1, TR BEG NW/C NE4 E583 S1646.9 W607.5 N1645.5 TO POB LESS ROW
SANDGREN, ALBIN 677 E 1300 RD LAWRENCE, KS 66046	S19 , T16 , R21E , ACRES 75.8 , E2050 N1646 NE4 LESS ROW, AND  S19 , T16 , R21E , ACRES 46.8 , W1330 N1640 NW4 LESS ROW
SUSAN HATFIELD 320 HUNT ST WELLSVILLE, KS 66092	S19, T16, R21E, ACRES 24.8, TR BEG NE/C NW4 S1645.5 W688.2 N1643.6 E646 TO POB LESS ROW
SELLERS, DONALD E & DEBORAH A 3631 TEXAS RD WELLSVILLE, KS 66092	S19 , T16 , R21E , ACRES 21.1 , TR BEG SW/C NW4 N313.8 E500 N697 E765.1 S1010.8 W1265.1 TO POB LESS ROW, AND  S19 , T16 , R21E , ACRES 7.5 , TR BEG 313.8N SW/C NW4 N697 E500 S697 W500 TO POB LESS ROW
BRECHEISEN, LYNN T & SHELIA J 3604 UTAH RD WELLSVILLE, KS 66092	S19 , T16 , R21E , ACRES 67.0 , E3344.2 S1010.8 N2 EXC S330 S1320 NE4 LESS ROW, AND  S19 , T16 , R21E , ACRES 67.0 , E3344.2 S1010.8 N2 EXC S330 S1320 NE4 LESS ROW

**ASSIGNMENT, BILL OF SALE AND CONVEYANCE**

THIS ASSIGNMENT, BILL OF SALE, AND CONVEYANCE (hereinafter referred to as "Assignment") effective as of the Effective Date as stated below is made and executed by the following:

**Mid-Con Petroleum, LLC**, a Kansas limited liability company whose address is 15915 Katy Freeway, Suite 450, Houston, TX 77094 and **Mid-Con Drilling, LLC** a Kansas limited liability company whose address is 15915 Katy Freeway, Suite 450, Houston, TX 77094 and **Petrodome Operating, LLC** a Texas limited liability company, 15915 Katy Freeway, Suite 450, Houston, TX 77094 (hereinafter referred to as "Assignor")

in favor of:

**Petro Properties, LLC**, a Kansas limited liability company whose address is 35790 Plum Creek Road, Osawatomie, Kansas 66064 (hereinafter referred to as "Assignee", and jointly with Assignor as "Parties")

**ARTICLE 1**

**ASSIGNMENT, BILL OF SALE, AND CONVEYANCE**

Section 1.1 Assignment. Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby, as of the Effective Date, ASSIGN, GRANT, BARGAIN, SELL, CONVEY, TRANSFER, SET OVER AND DELIVER, subject to the terms hereof and any and all exceptions and reservations by Assignor herein, unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the following (collectively referred to as the "Properties"):

(a) To the extent assignable, all oil, gas and mineral leases, easements, rights of way, surface leases, subsurface leases, licenses, authorizations, permits and similar rights and interests applicable to, or pertinent to, the ownership and operations of the Wells including but not limited to those identified on the Exhibit "A" attached hereto (the "Leases"), provided however that this conveyance shall not include any abandoned wellbores which are not listed on Assignor's well inventory filed with the Kansas Corporation Commission; and

(b) Any machinery, equipment, improvements and other personal property, facilities and fixtures, operational or non-operational, known or unknown (including, but not by way of limitation, wellhead equipment, casing, tubing, pumps, motors, machinery, platforms, rods, boilers, pumping units, flowlines, pipelines, tanks, injection facilities, saltwater disposal facilities, compression station facilities, gathering systems, field gathering system equipment, manifolds, and other equipment, structures and related permits) in use, on location or being held or stored elsewhere for future use on any well or location, now or as of the Effective Date for use solely in connection with the development, production, treatment, operation, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto or maintenance of the Wells (the "Facilities");

(c) All natural gas, casinghead gas, drip gasoline, natural gasoline, natural gas liquids, condensate, products, crude oil and other hydrocarbons, whether gaseous or liquid,

produced, or drained from or allocable to the Wells on and after the Effective Date (the "Hydrocarbons"); To be clear, whatever Saleable Hydrocarbons are in the tanks on the Effective Date shall be the property of the Assignor. For the avoidance of doubt, Saleable Hydrocarbons shall mean only the oil which is located above the commercial drawdown valve on the oil storage tanks; and shall not include any Hydrocarbons below such valve, or any Hydrocarbons in any separator. No Hydrocarbons shall be removed or pushed over from any separators on the Leases, nor shall any Hydrocarbons below the commercial drawdown valve be removed from any of the Leases by Assignor.

(d) All books, records, electronic data, electronic documents, files, muniments of title, reports and similar documents and materials, including, without limitation, development plans and permits, lease records, well records, and division order records, well files, title records (including abstracts of title, title opinions and memoranda, other privileged and non-privileged legal opinions relating to the Interests, and including all of the paper and electronic data files comprising the land records, title curative documents, environmental documents and correspondences, and revenue and expense information related to the Properties ), production records, operating expense records, contracts and contract files, correspondence, that relate to the foregoing interests in the possession of, and maintained by, the Assignor, but specifically excluding all seismic data owned by Assignor (the "Records");

(e) Those contracts, agreements or other legally binding arrangements identified on Exhibit 'C' hereto (the "Contracts"). In addition Assignee is hereby granted an exclusive first option to acquire all other contracts and agreements relating to the Leases, Facilities, and Contracts (hereinafter collectively "Assets"), to which Assignor is a party or which have been assumed by Assignor or to which Assignor is a successor in interest, including without limitation, all operating agreements, exploration agreements, pooling, unitization agreements, declarations and orders, farmout agreements, product purchase and sale contracts, leases, sales, purchase, exchange, gathering, transportation and processing contracts, operating agreements, balancing agreements, farmout agreements, farmin agreements, unit agreements, unit operating agreements, joint operating agreements, rights of way and easements, subsurface easements, saltwater disposal agreements or licenses, drilling contracts, division orders, crude oil, condensate, and natural gas purchase and sale agreements, gathering agreements, transportation agreements, marketing, disposal or injection agreements, development agreements, exploration agreements, area of mutual interest agreements, exchange and processing contracts and agreements, partnership and joint venture agreements and any other contracts, agreements and instruments, but only to the extent the above contracts and agreements cover, are attributable to or related to the Wells (the "Contracts"). Assignee may exercise this exclusive first option by delivering notice to Assignor of Assignee's election to exercise said exclusive first option and Assignor shall assign such interest or agreement to Assignee without additional consideration. The parties recognize that this exclusive first option is a material part of this Assignment and that such option is supported by adequate consideration in the form of a portion of the purchase price hereof and the covenants and agreements contained herein.

(f) All rights, claims and causes of action (including, but not by way of limitation, claims for adjustments or refunds) to the extent attributable to the Properties, and all debts or receivables which may be owed to Assignor by other working interest owners of the Properties arising from Assignor's operation of the Properties (the "Claims"). The parties herein are aware of the WI relationship Assignor had previously with Don Peterson in where Mr. Peterson was to have a working interest without cost. Assignee is to receive Mr. Peterson's interest and will not seek to recover past working interest charges. The parties understand and agree that these working interest charges were approximately \$30,000.

It is Assignor's intention to convey unto Assignee, subject to the other terms and provisions hereof, all of Assignor's right, title and interest in and to the Wells, the Facilities, the Hydrocarbons, the Records, the Contracts, the Leases and the Claims including, without limitation, all working interest, overriding royalty, surface fee, mineral fee or royalty in the Wells, Leases and Facilities and all other personal property and equipment located on or appurtenant to the ownership or operation of the Wells.

TO HAVE AND TO HOLD the Properties unto Assignee and its successors and assigns, forever, subject only to the exceptions and other provisions stated herein.

## ARTICLE 2

### LIMITED WARRANTY, DISCLAIMERS, WAIVERS, RELEASE OF CLAIMS, ACKNOWLEDGMENTS, AND INDEMNITIES

Section 2.1 Special Warranty. Assignor does not make any representations or warranties, express or implied, as to Assignor's title to the Properties. Assignor warrants that the Properties are free of any liens, encumbrances, adverse claims or burdens on production suffered or created by, through or under Assignor, but not otherwise. To Assignor's knowledge Assignor has good and marketable title to the Assets. To Assignor's knowledge, the interest to be conveyed by Assignor to Assignee at Closing is not less than the Working Interest, Net Revenue Interest and net mineral acres in each lease set forth on Exhibit A hereof. To Assignor's knowledge, the Leases are valid oil and gas leases and all of the terms thereof have been complied with and all rentals, royalties, bonus payments, option payments, deposits and other payments due under the Leases have been fully and promptly paid and there has been no notice of default or forfeiture or demand that any Leases be released. To Assignor's knowledge, no act or omission by the lessee or any of its agents or employees could give rise to an action or claim of any kind relating to the Leases, the operation thereof, or to impair the title to the same. The terms "action or claim" as used in this paragraph shall include any action in tort, contract, regulatory agency claim, environmental claim by any person or entity, and all other claims arising out from any event occurring before the Effective Date. No materials or labor have been provided to the Assets by any party that remains unpaid and could form the basis for a lien to be filed on the Properties.

Section 2.2 Subrogation. Assignor assigns and grants to Assignee all rights, claims and causes of action under title or warranties of title given or made by Assignor's predecessors in interest (other than Affiliates of Assignor) with respect to the Properties, and Assignee is specifically subrogated to all rights which Assignor may have against such predecessors in interest with respect to the Properties, to the extent Assignor may legally transfer such rights and grant such subrogation.

Section 2.3 DISCLAIMERS, RELEASE OF CLAIMS, ACKNOWLEDGMENTS, AND INDEMNITIES.

ASSIGNEE HEREBY ASSUMES THE FOLLOWING EXPRESS AND/OR IMPLIED OBLIGATIONS AND LIABILITIES WITH RESPECT TO THE PROPERTIES ACQUIRED HEREUNDER PLUGGING, ABANDONMENT, REMOVAL, DISPOSAL AND RESTORATION OBLIGATIONS AND LIABILITIES ASSOCIATED WITH THE PROPERTIES ACQUIRED HEREUNDER AT THE END OF THEIR USEFUL LIVES. SUCH OBLIGATIONS AND LIABILITIES BEING ASSUMED SHALL INCLUDE ALL NECESSARY AND PROPER PLUGGING AND ABANDONMENT AND/OR REMOVAL AND DISPOSAL OF THE WELLS, INCLUDING WITHOUT LIMITATION, THOSE LISTED ON EXHIBIT "A" AS TO THE INTERESTS HEREIN ASSIGNED, AND ALL STRUCTURES AND EQUIPMENT LOCATED ON OR ASSOCIATED WITH THE WELLS LISTED ON EXHIBIT "A" AND THE NECESSARY AND PROPER CAPPING, BURYING AND/OR REMOVAL OF ALL ASSOCIATED FLOW LINES. THIS ASSIGNMENT IS MADE AND ACCEPTED EXPRESSLY SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

THE EXPRESS REPRESENTATIONS AND WARRANTIES OF ASSIGNOR CONTAINED IN THIS ASSIGNMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, ASSIGNOR EXPRESSLY DISCLAIMS ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITATION OF THE FOREGOING, THE PROPERTIES SHALL BE CONVEYED PURSUANT HERETO WITHOUT ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE RELATING TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO THE MODELS OR SAMPLES OF MATERIALS, OR MERCHANTABILITY OF ANY EQUIPMENT OR ITS FITNESS FOR ANY PURPOSE, AND WITHOUT ANY OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER EXCEPT FOR THOSE EXPRESS WARRANTIES GIVEN BY ASSIGNOR HEREIN. ASSIGNEE SHALL HAVE INSPECTED, OR WAIVED (AND UPON CLOSING SHALL BE



DEEMED TO HAVE WAIVED) ITS RIGHT TO INSPECT THE PROPERTIES FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING, BUT NOT LIMITED TO, CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE, RELEASE, OR DISPOSAL OF CRUDE OIL, PRODUCED WATER OR THEIR CONSTITUENT PRODUCTS IN, ON, OR UNDER THE PROPERTIES. ASSIGNEE IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE PROPERTIES, AND ASSIGNEE SHALL, EXCEPT AS PROVIDED OTHERWISE HEREIN, ACCEPT ALL OF THE SAME "AS IS, WHERE IS". WITHOUT LIMITATION OF THE FOREGOING, ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION, OR MATERIALS NOW HERETOFORE, OR HEREAFTER FURNISHED OR MADE AVAILABLE TO ASSIGNEE IN CONNECTION WITH THIS ASSIGNMENT, INCLUDING, WITHOUT LIMITATION, PRICING ASSUMPTIONS OR QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE PROPERTIES OR THE ABILITY OR POTENTIAL OF THE PROPERTIES TO PRODUCE HYDROCARBONS OR THE ENVIRONMENTAL CONDITION OF THE PROPERTIES OR ANY OTHER MATERIALS FURNISHED OR MADE AVAILABLE TO ASSIGNEE BY ASSIGNOR, OR BY ASSIGNOR'S AGENTS OR REPRESENTATIVES. ANY AND ALL SUCH DATA, RECORDS, REPORTS, PROJECTIONS, INFORMATION, AND OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED BY ASSIGNOR OR OTHERWISE MADE AVAILABLE OR DISCLOSED TO ASSIGNEE ARE PROVIDED TO ASSIGNEE AS A CONVENIENCE AND SHALL NOT CREATE OR GIVE RISE TO ANY LIABILITY OF OR AGAINST ASSIGNOR, AND ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT ASSIGNEE'S SOLE RISK TO THE MAXIMUM EXTENT PERMITTED BY LAW.

### **ARTICLE 3**

#### **MISCELLANEOUS PROVISIONS**

Section 3.1 Further Assurances. Assignor agrees to execute and deliver to Assignee, from time to time, all such other and additional documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Assignee the rights and interests conveyed to Assignee hereby or intended so to be.

Section 3.2 Exhibits. All Exhibits that are referred to herein are hereby made part of this Assignment and incorporated herein by such reference. References in such Exhibits to instruments on file in the Official Public Records are notice of such instruments for all purposes. Unless provided otherwise, all recording references in such Exhibits are to the Official Public Records of in the Register of Deeds Office of any Lease listed on Exhibit A.

Section 3.3 Taxes. All taxes and assessments based on or measured by the ownership of the herein assigned Properties have been timely paid when due and are not in arrears. Assignor has filed all tax returns imposed upon or measured by the ownership of the Property herein being assigned. All ad valorem taxes, real property taxes and similar obligations with respect to the tax period in which the Effective Date occurs shall be apportioned between Assignor and Assignee as of the Effective Date.

Section 3.4 Binding Arbitration. If a dispute between the Parties arises regarding this Assignment, the Parties shall hereby waive their right to file suit in a district court of competent jurisdiction thereof, rather the Parties shall submit the matter to a binding and conclusive arbitration to be conducted before a single neutral arbitration of the American Arbitration Association ("AAA") in greater Kansas City area in accordance in accordance with the Commercial Arbitration rules of the AAA. The arbitrator shall have extensive experience in connection with the exploration, drilling and operation of oil or gas properties, and the prevailing party, as determined by the arbitrator shall be entitled to its reasonable attorney's fee and other costs incurred in connection with the arbitration.

Section 3.5 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Kansas without regard to the rules of conflicts of law of the State of Kansas or any other jurisdiction that would require the application of the laws of

another jurisdiction.

Section 3.6 Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, and all terms, provisions and reservations contained in this Assignment shall be deemed as covenants running with the land and this Assignment supersedes all other agreements, whether written or oral, and evidences the entire agreement with respect to the Properties.

Section 3.7 Captions. The headings in this Assignment are for the convenience of reference only and shall not be deemed to alter or affect any provision hereof. References in this Assignment to articles, sections and exhibits are to articles, sections and exhibits of this Assignment unless otherwise specified.

Section 3.8 Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof such provision shall be fully severable; this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Assignment.

Section 3.9 Effective Date. This Assignment is effective as of November 15, 2023, where the respective Properties are located, as applicable (the "Effective Date"), provided that possession of the Properties shall transfer as of the date hereof.

Section 3.10 Closing Date. The date and time of the closing shall be November 15, 2023, (or such other time and date as is mutually agreed to by the Parties).

Section 3.11 Non-Communication. Assignee agrees not to communicate regarding the Assignment and/or any matters related to this Assignment with Assignor's pumpers and/or gaugers working on any of the Properties listed in Exhibit A until after the Closing Date.

Section 3.12 Transfer of Operations. The operations of the Properties listed in Exhibit A will transfer from Petrodome Operating, LLC to Assignee upon the effective date of this Assignment.

Section 3.13 Counterparts. This Assignment may be executed in any number of counterparts, each of which shall constitute an original and all of which shall be construed together as one and the same instrument. The executed signature and acknowledgement pages of each counterpart may be joined together with a single copy of the body hereof for all purposes.

IN WITNESS WHEREOF, this Assignment, Bill of Sale and Conveyance has been executed and delivered by each party hereto on the date of its acknowledgement, but for all purposes hereunder shall be effective as of the Effective Date.

ASSIGNOR:

~~MID-CON DRILLING, LLC~~

By: [Signature]  
Title: President

~~MID-CON PETROLEUM, LLC~~

By: [Signature]  
Title: President

~~PETRODOME OPERATING, LLC~~

By: [Signature]  
Title: Chairman

ASSIGNEE:

PETRO PROPERTIES, LLC

By: \_\_\_\_\_  
Title: Thomas Cain, Authorized Signatory

another jurisdiction.

Section 3.6 Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, and all terms, provisions and reservations contained in this Assignment shall be deemed as covenants running with the land and this Assignment supersedes all other agreements, whether written or oral, and evidences the entire agreement with respect to the Properties.

Section 3.7 Captions. The headings in this Assignment are for the convenience of reference only and shall not be deemed to alter or affect any provision hereof. References in this Assignment to articles, sections and exhibits are to articles, sections and exhibits of this Assignment unless otherwise specified.

Section 3.8 Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof such provision shall be fully severable; this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions of this Assignment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Assignment.

Section 3.9 Effective Date. This Assignment is effective as of November 15, 2023, where the respective Properties are located, as applicable (the "Effective Date"), provided that possession of the Properties shall transfer as of the date hereof.

Section 3.10 Closing Date. The date and time of the closing shall be November 15, 2023, (or such other time and date as is mutually agreed to by the Parties).

Section 3.11 Non-Communication. Assignee agrees not to communicate regarding the Assignment and/or any matters related to this Assignment with Assignor's pumpers and/or gaugers working on any of the Properties listed in Exhibit A until after the Closing Date.

Section 3.12 Transfer of Operations. The operations of the Properties listed in Exhibit A will transfer from Petrodome Operating, LLC to Assignee upon the effective date of this Assignment.

Section 3.13 Counterparts. This Assignment may be executed in any number of counterparts, each of which shall constitute an original and all of which shall be construed together as one and the same instrument. The executed signature and acknowledgement pages of each counterpart may be joined together with a single copy of the body hereof for all purposes.

IN WITNESS WHEREOF, this Assignment, Bill of Sale and Conveyance has been executed and delivered by each party hereto on the date of its acknowledgement, but for all purposes hereunder shall be effective as of the Effective Date.


**ASSIGNOR:**

**ASSIGNEE:**

**MID-CON DRILLING, LLC**

**PETRO PROPERTIES, LLC**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By:  \_\_\_\_\_  
Title: Thomas Cain, Authorized Signatory

**MID-CON PETROLEUM, LLC**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

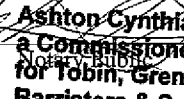
**PETRODOME OPERATING, LLC**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

PROVINCE  
STATE OF ONTARIO, COUNTY OF GRENVILLE, ss:

This instrument was acknowledged before me on the 17 day of November, 2023,  
by James, as President of Mid-Con Petroleum, LLC, a Kansas limited liability  
company. Dons


Appointment/Commission Expires:

  
**Ashton Cynthia Mayes,**  
a Commissioner, etc., Province of Ontario,  
for Tobin, Grenkie & Reynolds LLP  
Barristers & Solicitors.  
Expires November 1, 2024

PROVINCE  
STATE OF ONTARIO, COUNTY OF GRENVILLE, ss:

This instrument was acknowledged before me on the 17 day of November, 2023,  
by James, as President of Mid-Con Drilling, LLC, a Kansas limited liability company.  
Dons


Appointment/Commission Expires:

  
**Ashton Cynthia Mayes,**  
a Commissioner, etc., Province of Ontario,  
for Tobin, Grenkie & Reynolds LLP  
Barristers & Solicitors.  
Expires November 1, 2024

PROVINCE  
STATE OF ONTARIO, COUNTY OF GRENVILLE, ss:

This instrument was acknowledged before me on the 17 day of November, 2023,  
by James, as Chairman of Petrodome Operating, LLC, a Texas limited liability  
company. Dons

Appointment/Commission Expires:

  
**Ashton Cynthia Mayes,**  
a Commissioner, etc., Province of Ontario,  
for Tobin, Grenkie & Reynolds LLP  
Barristers & Solicitors.  
Expires November 1, 2024

STATE OF KANSAS, COUNTY OF \_\_\_\_\_, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
by Thomas Cain, as authorized signatory of Petro Properties, LLC, a Kansas limited liability.

Appointment/Commission Expires:

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of **Mid-Con Petroleum, LLC**, a Kansas limited liability company.

\_\_\_\_\_  
Notary Public

Appointment/Commission Expires:

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of **Mid-Con Drilling, LLC**, a Kansas limited liability company.

\_\_\_\_\_  
Notary Public

Appointment/Commission Expires:

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, ss:

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of **Petrodome Operating, LLC**, a Texas limited liability company.

\_\_\_\_\_  
Notary Public

Appointment/Commission Expires:

STATE OF KANSAS, COUNTY OF FRANKLIN, ss:

This instrument was acknowledged before me on the 17 day of November, 2023, by **Thomas Cain**, as authorized signatory of **Petro Properties, LLC**, a Kansas limited liability.



Ronda Possman  
Notary Public

Appointment/Commission Expires:

## **EXHIBIT A**

This is an assignment of all of Assignors' right title and interest, notwithstanding the specified interest listed herein. The interests listed herein are merely for representation and warranty purposes.

### **JOHNSTON LEASE**

Dated: August 12, 1978  
Recorded: Book 88, Page 485  
Lessors: Geo. A. Johnston and Evelyn L. Johnston, his wife  
Lessee: C. G. Frisby  
Description: Northeast Quarter of the Northeast Quarter of Section 20, Township 18, Range 21 East, and the East Half of the S.E. Quarter, except 10 acres in the Northeast corner of the South 40, making a total of 70 acres, more or less, in Section 17, Township 18, Range 21 East, Franklin County, Kansas.  
Assignor's Interest: Not less than 84.04368% of the WI, not less than 67.234945% NRI

### **BROWN LEASE**

Dated: August 1, 1961  
Filed: August 8, 1961  
Recorded: Book 60, Page 123  
Lessor: Mildred Stewart, a widow  
Lessee: Lindel Fiehler and Robert Fiehler  
Description: The North Fractional Half of Section 19, Township 16 South, Range 21 East, containing 278 acres more or less, Franklin County, Kansas.  
Assignor's Interest: Not less than 100% of the WI, representing not less than 84.5% NRI

**ASSIGNMENT OF OIL AND GAS LEASE  
AND BILL OF SALE**

---

KNOW ALL MEN BY THESE PRESENTS, that **PETRO PROPERTIES, LLC**, a Kansas limited liability company, hereinafter called "Assignor," for valuable consideration, the receipt of which is hereby acknowledged, does grant, bargain, sell convey, transfer, assign and deliver unto **SCOTT WORKS LLC**, a Kansas limited liability company, 1305 N. 1<sup>st</sup> Street E, Louisburg, KS 66053, hereinafter called "Assignee" (whether one or more), its successors and assigns, all of Assignor's right, title and interest and to the following oil and gas lease and personal property, it being expressly understood that any landowner royalties or mineral interests owned by any Assignor in and to the real property covered by said oil and gas leases are being reserved by said Assignor:

(A) **BROWN LEASE**

Dated: August 1, 1961  
Filed: August 8, 1961  
Recorded: Book 60, Page 123  
Lessor: Mildred Stewart, a widow  
Lessee: Lindel Fiehler and Robert Fiehler  
Description: The North Fractional Half of Section 19, Township 16 South, Range 21 East, containing 278 acres more or less, Franklin County, Kansas

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; AND

- (B) All personal property, to include fixtures and improvements, currently located on the oil and gas lease described above in paragraph (A), and used or useable in connection with oil and gas exploration and production activities. It being expressly understood however, that no responsibility for any abandoned wells which Assignor is not legally responsible for are being transferred to Assignee by virtue of this assignment.

The Lease 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. TRANSFER OF RIGHTS. To the extent transferable, Assignee is hereby granted the right of full substitution and subrogation in and to any and all rights and warranties which Assignor has or may have with respect to the Assigned Property conveyed herein of which Assignor has or may have against any and all preceding owners, vendors or warrantors. The Assigned Property shall include all right, title and interest which Assignor may have in and to the Leases or the real property covered thereby, including but not limited to, lease hold interests, rights of assignment or reassignment, fee interests, royalties or overriding royalties, contractual rights, regulatory authorities and permits or licenses, easements and rights-of-way.

3. 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.

4. EFFECTIVE DATE. This Conveyance shall be effective as of January 1, 2024, 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.

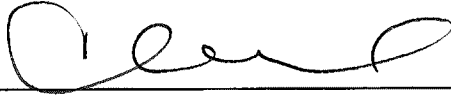
**PETRO PROPERTIES, LLC**, a Kansas limited liability company

By:   
Thomas Cain Authorized Signatory

**ASSIGNOR**

STATE OF Kansas, COUNTY OF miami, ss:

This instrument was acknowledged before me on the 5 day of January, 2024, by Thomas Cain, Authorized Signatory of **PETRO PROPERTIES, LLC**, a Kansas limited liability company.

  
Notary Public

Appointment/Commission Expires: 7/30/2027

