

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		
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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

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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: _____

ASSIGNMENT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT is made and entered into this 29th day of June, 2023, to be effective the 1st day of June, 2023, by and between ZU LLC., a Kansas limited liability company, 108 W. 34th Street, Hays, KS 67601, hereinafter called "ASSIGNOR", and **KIMBERLY P. CHURCHILL and CHARLENE KAY CHURCHILL**, as joint tenants with rights of survivorship and not as tenants in common, 534 SE 70 Ave. Ellinwood, KS 67526, hereinafter called "ASSIGNEE".

WHEREAS, ASSIGNOR owns interest(s) in certain oil and gas leases, hereinafter "Leases", together with an interest in any wells and personal property on said oil and gas leases, or on lands pooled therewith, together with interests in easements and rights of access thereto, all of which the following said interests are located in Barton County, Kansas; to wit:

Oil and Gas Lease dated June 18, 2021, from Walter A. Gould and Lyle Jane Gould, husband and wife, lessors, to ARDC, Inc., Lessee, recording in Book 618, Page 4000, Register of Deeds Office, Barton County, Kansas, covering the NORTHEAST QUARTER (NE/4) OF SECTION TWENTY-EIGHT (28), TOWNSHIP TWENTY-(20) SOUTH, RANGE TWELVE (12) WEST, BARTON COUNTY, KANSAS.

WHEREAS, ASSIGNOR HAS agreed to sell and ASSIGNEE has agreed to purchase said leases together with the applicable proportionate interest in related "Assets" described below:

NOW, THEREFORE, ASSIGNOR, for good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged, does hereby sell, assign and convey unto ASSIGNEE all of its right, title and interest in and to the lease described above and made a part hereof, together with all of its right, title and interest in and to all wells, including saltwater disposal systems, permits, easements, licenses, servitudes, well equipment, tank batteries, flow lines, gas fixtures and personal property used or usable in connection with production of oil or gas from said leases, hereinafter together called "Assets"; provided however that the transfer of any asset shall only be that proportionate interest applicable to the properties sold hereunder. Revenues, credits (including pre-payments) and accounts receivable associated with the properties sold hereunder, accruing prior to the effective date hereof, are not transferred by this Assignment and shall remain the property of ASSIGNOR. ASSIGNOR agrees it shall provide all well files to ASSIGNEE at closing.

Further, ASSIGNEE agrees that all oil and gas currently located in the stock tank(s), produced prior to 7:00 a.m. on the effective date hereof, and the proceeds therefrom, shall become the property of ASSIGNEE upon the closing of this sale.

Mail PW
Index PW
Proofed _____
Deeds to Clerk _____
Numerical _____
Cross _____
Scanned _____
DC Book _____
Military Book _____
Plat Book _____

THIS AGREEMENT AND BILL OF SALE IS MADE WITHOUT WARRANTIES, EXPRESSED OR IMPLIED IN FACT OR IN LAW, TITLE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION OR SAFETY OF THE PROPERTY, COMPLIANCE WITH REGULATORY AND ENVIRONMENTAL REQUIREMENTS OR OTHERWISE.

ASSIGNEE HEREBY AGREES THAT IT HAS INSPECTED THE LEASES AND ASSOCIATED AGREEMENTS, WELLS, PERSONAL PROPERTY AND EQUIPMENT ASSIGNED AND CONVEYED HEREIN AND THAT IT ACCEPTS THE SAME "AS IN" AND "WITH ALL FAULTS".

ASSIGNEE hereby agrees to assume all of ASSIGNOR'S responsibility for said wells, the casing and leasehold equipment in and on said wells, and all other personal property used on or in connection therewith on or after the effective date hereof, and ASSIGNEE agrees to protect, defend, indemnify and hold ASSIGNOR and its directors, officers, contractors, agents, employees and representatives free and harmless from and against any and all costs, expenses, claims, demands and causes of action of every kind and character arising out of, incident to, or in connection with the leases, land, wells, casing, leasehold equipment, and other personal property hereby conveyed, or ASSIGNEE'S or other parties' operations on said leases and said land, arising and occurring on or after the effective date hereof. ASSIGNOR agrees to indemnify and hold ASSIGNEE harmless from any and all claims or causes arising or occurring prior to the effective date hereof.

ASSIGNEE shall properly plug and abandon all wells herein assigned and shall clean and restore the surface at ASSIGNEE'S expense and in accordance with the applicable lease provisions and State and Federal laws, rules and regulations pertaining to the plugging and abandoning of such wells and the restoration of such surface.

THIS AGREEMENT and SALE is to be treated as an occasional sale, and no sales tax is being collected from ASSIGNEE. If, however, this transaction is later deemed to be other than an occasional sale, ASSIGNEE agrees to be solely responsible for any and all sales taxes due on equipment, material and property hereby assigned and sold, and ASSIGNEE shall remit such sales taxes to the property taxing authority.

ALL TAXES, including but not limited to ad valorem, property, severance and windfall profit taxes, and any other payment obligations associated with the leases sold hereunder, shall be the obligation of ASSIGNEE for the year 2023 and all subsequent years. ASSIGNEE shall remit said taxes when they become due. ASSIGNOR will be responsible for all such taxes prior to January 1, 2023, and payment obligations accruing prior thereto and in connection therewith.

ASSIGNEE agrees to perform all operations in compliance with all applicable local, state, Indian and Federal Laws, orders, rules and regulations, and to observe, perform and abide by all of the lease terms and provisions, express and implied, applicable to ASSIGNOR'S interest in the assigned premises. ASSIGNEE further agrees to secure the bonds, permits and other documents as required by the appropriate regulatory authority which are necessary to effectuate the transfer of interests hereby and/or to cause the release of ASSIGNOR'S continued

liability as lessee or operator. The parties hereto agree to execute such additional documents or instruments as necessary to transfer ASSIGNOR'S interest in any State, Federal or Indian leases assigned hereby to ASSIGNEE.

ASSIGNEE accepts this transfer of leases and interests assigned hereby subject to any and all covenants in instruments in the chain of title and to any outstanding agreements, whether recorded or not, which may include but not be limited to agreements for options, leases, permits, rights-of-way, easements, water disposal systems, licenses, operating agreements and production sales agreements; and in this regard, ASSIGNEE assumes all duties and obligations associated with said outstanding agreements.

THIS Agreement shall be binding upon and inure to the benefit of the heirs, successors, personal representatives and assigns of the respective parties hereto.

TO HAVE AND TO HOLD the above-described property with all and singular rights, privileges and appurtenances thereto or any wise belonging to said Assignor herein, its heirs, successors, personal representatives, administrators, executors and assigns forever.

EXECUTED this 29th day of June, 2023.

ZU LLC




GREG WHITEHAIR, Managing Member

STATE OF KANSAS; COUNTY OF Barton; ss:

BE IT REMEMBERED, that on this 29th day of June, 2023, before me, the undersigned, a Notary Public, duly commissioned, in and for the County and State aforesaid, came, Greg Whitehair, Managing Member of ZU LLC, a Kansas limited liability company, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for him and for said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year last above written.



NOTARY PUBLIC

06/25/25
MY COMMISSION EXPIRES

