

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
April 2019
Form must be Typed
Form must be Signed
All blanks must be Filled

**REQUEST FOR CHANGE OF OPERATOR
TRANSFER OF INJECTION OR SURFACE PIT PERMIT**

Form KSONA-1, Certification of Compliance with the Kansas Surface Owner Notification Act,
MUST be submitted with this form.

Check applicable boxes:

- Oil Lease: No. of Oil Wells _____ **
- Gas Lease: No. of Gas Wells _____ **
- Gas Gathering System: _____
- Saltwater Disposal Well - Permit No.: _____
Spot Location: _____ feet from N / S Line
_____ feet from E / W Line
- Enhanced Recovery Project Permit No.: _____
Entire Project: Yes No
Number of Injection Wells _____ **

Field Name: _____

**** Side Two Must Be Completed.**

Effective Date of Transfer: _____

KS Dept of Revenue Lease No.: _____

Lease Name: _____

____ - ____ - ____ - ____ Sec. ____ Twp. ____ R. ____ E W

Legal Description of Lease: _____

County: _____

Production Zone(s): _____

Injection Zone(s): _____

Surface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)

_____ feet from N / S Line of Section

_____ feet from E / W Line of Section

Type of Pit: Emergency Burn Settling Haul-Off Workover Drilling

Past Operator's License No. _____

Contact Person: _____

Past Operator's Name & Address: _____

Phone: _____

Title: _____

Date: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

New Operator's Email: _____

Oil / Gas Purchaser: _____

Date: _____

Title: _____

Signature: _____

Acknowledgment of Transfer: The above request for transfer of injection authorization, surface pit permit # _____ has been noted, approved and duly recorded in the records of the Kansas Corporation Commission. This acknowledgment of transfer pertains to Kansas Corporation Commission records only and does not convey any ownership interest in the above injection well(s) or pit permit.

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

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 _____

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: _____



STATE OF KANSAS } ss
EDWARDS COUNTY }

This instrument was filed for Record on
the 5th day of March 2024
at 9:00 o'clock A M and duly recorded
in Book 180 Page 49 Fees \$ 55

Melinda Helgeson
Register of Deeds

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE is made, executed and delivered this 29th day of February, 2024, by White and Ellis Drilling Inc. (the "Assignors") to and for the benefit of Novy Oil & Gas, Inc. (the "Assignee").

1. **Assignment.** In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the performance by Assignee of the covenants, agreements, obligations and conditions hereinafter contained, to be kept and performed by Assignee, Assignors hereby assign, transfer and quitclaim unto Assignee, without warranty express or implied, all of Assignors' right, title and interest in and to the oil and gas leases more particularly described on EXHIBIT A hereto, and made a part hereof (the "Assigned Leases") together with all of Assignors' right, title and interest in and to any easements, rights-of-way or other rights of ingress and egress appertaining to the Assigned Leases, **TO HAVE AND TO HOLD** the same unto Assignee and unto its successors and assigns, forever.

2. **Bill of Sale.** Assignors hereby further sell, transfer and quitclaim unto Assignee all of Assignors' right, title and interest in and to all oil wells, gas wells, salt water disposal wells, injection wells and other wells located on and used in association with the Assigned Leases (the "Wells") on the Effective Date hereof, and in and to the personal property and equipment associated therewith **TO HAVE AND TO HOLD** the same unto Assignee and unto its successors and assigns, forever. The Assigned Leases, as described on Exhibit A, the Wells and the above personal property and equipment herewith assigned are hereafter sometimes collectively referred to as the "Assigned Premises".

3. **No Warranty or Representation by Assignors.** This Assignment and Bill of Sale is made on an "AS IS, WHERE IS" basis and "WITH ALL FAULTS", and WITHOUT WARRANTIES WHATSOEVER WITH RESPECT TO ANY INTEREST HEREIN QUITCLAIMED, EITHER EXPRESSED OR IMPLIED, it being expressly agreed by Assignors and Assignee that ASSIGNORS MAKE NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE ORIGIN, QUANTITY, QUALITY, CONDITION, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SAFETY OF EQUIPMENT, COMPLIANCE WITH GOVERNMENTAL REGULATIONS, TITLE TO PERSONAL PROPERTY, THE QUANTITY, VALUE OR EXISTENCE OF RESERVES OF OIL, GAS OR OTHER MINERALS PRODUCIBLE OR RECOVERABLE FROM THE ASSIGNED LEASES OR OF TITLE TO OR CONDITION OF THE ASSIGNED LEASES AND RELATED FIXTURES AND IMPROVEMENTS. All descriptions set forth herein and all information heretofore or hereafter furnished Assignee by Assignors concerning the Assigned Premises and the operation thereof, have been and shall be furnished solely for Assignee's convenience and have not constituted and shall not constitute a representation or warranty of any kind by Assignors, and any reliance thereupon by Assignee shall be at Assignee's sole risk and liability.

Assignors disclaim any liability arising in connection with the environmental and/or physical condition of the land covered by the Assigned Leases. Assignors make no warranty or representation, express or implied, as to the accuracy or completeness of any data, information or materials heretofore or hereafter furnished Assignee in connection with the Assigned Leases or as to the quality or quantity of hydrocarbon reserves (if any) attributable to the Assigned Leases or the ability of the Assigned Leases to produce hydrocarbons.

4. **Reservations.** All oil in tanks above the pipeline connections from the Wells allocable to the Assigned Leases to the tanks, as of 7:00 a.m. on the Effective Date shall remain the property of Assignors and shall be delivered to the pipeline company for the account of Assignors. The quantity and grade of such oil shall be jointly measured on the Effective Date by Assignors and Assignee and Assignors shall invoice Assignee for the value thereof on the basis of the posted price then prevailing in the field for oil of similar grade and quality. Assignee agrees to pay such invoice in full within fifteen (15) days after receipt. Assignors reserve and retain all claims and causes of action it may have, as of the Effective Date, against the purchaser or purchasers of oil or gas from the Assigned Leases.

5. **Transfers.** Assignors will, upon request, execute and deliver transfer orders or letters in lieu thereof, directing purchasers of production to make payment to Assignee on production from the Assigned Leases after 7:00 a.m. on the Effective Date.

6. **Taxes and Payables.** All credits and payment obligations associated with the Assigned Leases, including but not limited to royalties, ad valorem, property, and other forms of taxes, which have been paid by Assignors and which have accrued on or before the Effective Date, shall be prorated between Assignors and Assignee as of the Effective Date. Assignors shall be responsible for all oil and gas production taxes, windfall profits taxes, and any other similar taxes applicable to oil and gas production occurring prior to the Effective Date, and Assignee shall be responsible for all such taxes applicable to oil and gas production occurring on and after the Effective Date. Assignee shall be responsible for all sales, use and similar taxes arising out of the sale of the Assigned Leases, Wells, equipment and other property herewith assigned unto Assignee. Assignee shall pay Assignors all state and local sales or use taxes applicable to that portion of the Assigned Premises which is tangible personal property, and Assignors shall remit such amount to the appropriate taxing authority in accordance with applicable law. Assignee shall hold harmless and shall indemnify Assignors for any sales or use taxes assessed against Assignors by any taxing authority in respect of the sale of the Assigned Premises.

7. **Indemnity of Assignor.**

(a) Effective as of the Effective Date, Assignee acknowledges that it shall be and become the "Operator" of the Assigned Leases and the Wells thereon. Assignee agrees to assume any and all responsibilities and liabilities which Assignee as a working interest owner in and the Operator of the Wells may have under any lease, contract, agreement, document, permit, applicable governmental laws, rules and regulations concerning plugging, re-plugging and abandonment of such Wells, and clean-up or other action with respect to the Assigned Premises. In any instance where Assignee hereunder becomes responsible or liable for plugging and abandonment under this paragraph, Assignee agrees to release, protect, indemnify and hold Assignor harmless from any and all liabilities arising from Assignee's failure to plug and abandon such Wells. Any future assignment by Assignee of any interest acquired hereunder shall reference and describe Assignee's obligations to Assignors set forth herein.

(b) Assignee agrees to defend, protect, indemnify and hold Assignors harmless from and against any and all liability, loss, damage, injury, claims, demands and causes of action for personal injury, death, property damage or damage to the environment (including specifically, but without limitation, claims and losses relating to the remediation of environmental damages) and for any other relief asserted or filed after the Effective Date hereof in any way arising directly or indirectly from or related to the Assigned Premises, Wells and Personal Property and the contracts and agreements appertaining thereto, including but not limited to acts or omissions of Assignors, based upon any theory of negligence, willful misconduct, nuisance, liability without fault or other, and whether arising from or contributed to by the negligence in any form of Assignors, or their respective agents, employees or contractors, and whether or not any such claims, liability, damages, demands, losses or causes of action result from or are alleged to have arisen from any conditions, actions or inactions existing on or occurring prior to the Effective Date.

(c) Assignee shall observe and comply with all covenants, terms, and provisions, express or implied, contained in the agreements, leases, easements and all other contracts appertaining to Assignors' interest in the Assigned Premises subject to this Assignment and Bill of Sale; and this Assignment and Bill of Sale is made expressly subject to all such agreements, leases, easements and other contracts, whether or not the same are herein specifically identified. Assignee shall be responsible for any and all claims arising out of the production or sale of hydrocarbons attributable to the Assigned Interest (or the proper accounting or payment to parties for their interests thereof) insofar as such claims relate to periods of time after the Effective Date.

8. **Effective Date.** This agreement shall be effective as of 7:00 a.m. on the 1st day of March, 2024 ("Effective Date").

9. **Entire Agreement.** This agreement constitutes the entire understanding between Assignors and Assignee with regard to the subject matter hereof, superseding all prior statements, representations, discussions, agreements and understandings.

10. **Successors and Assigns.** The terms hereof shall inure to and be binding upon the respective heirs, successors and assigns of Assignors and Assignee.

EXECUTED the day and year first above written, but effective as of the Effective Date.

ASSIGNORS:

White and Ellis Drilling, Inc.

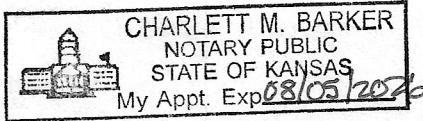
By: Thomas D. White
Thomas D. White, President

STATE OF Kansas)
COUNTY OF Sedgwick) ss.

This instrument was acknowledged before me this 29th day of February 2024, by
Thomas D. White

Charllett M. Barker
Notary Public

NOTARY SEAL



My Commission Expires: 08/05/2026

EXHIBIT "A"

Hubert Lease
SE/4 of Section 22-Township 26 South, Range 17 West, Edwards County, Kansas
Recorded 6th March 1996, Book 127, Page 80