

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: \_\_\_\_\_



compression facilities, water lines, vessels, tanks, boilers, separators, fixtures, platforms, machinery, tools, treating equipment, compressors and other equipment, pipelines, power lines, telephone and communication lines, transportation and communication facilities, and other appurtenances owned by Assignor but limited to that appurtenant to the Leases and/or Wellbores, as applicable, as conveyed herein (hereafter collectively the "**Equipment**") as any of the above appurtenant to wellbores not conveyed herein (inclusive of the Leases connected thereto) is not subject to this Assignment;

(d) the presently existing unitization, pooling and/or communitization agreements, declarations or designations and statutorily, judicially or administratively created drilling, spacing and/or production units, whether recorded or unrecorded, which relate to the Leases and/or Wellbores as conveyed herein, and Assignor's interest in and to the properties covered or units created thereby which are attributable to the Leases and/or Wellbores as conveyed herein;

(e) the presently existing and valid oil, casinghead gas and gas sales agreements, operating agreements, farmout and farmin agreements, pooling agreements, purchase 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 which pertain to the Leases and/or Wellbores as conveyed herein or any interests pooled or unitized therewith;

(f) the oil and gas and other hydrocarbons in, on, under or produced from the Leases and/or Wellbores as conveyed herein or any interests pooled or unitized therewith from and after the Effective Time;

(g) the easements, permits, licenses, servitudes, rights of way and all other rights and appurtenances situated on or used in connection with the Leases and/or Wellbores as conveyed herein or any interests pooled or unitized therewith;

(h) the rights and benefits arising from or in connection with any gas production, pipeline, storage, processing or other imbalance attributable to hydrocarbons produced from the Leases and/or Wellbores as conveyed herein as of the Effective Time;

(i) to the extent the same are assignable or transferable, and further to the extent the same are related to the Leases and/or Wellbores as conveyed herein, Assignor's interests in and to: (a) all orders, contracts, title opinions and documents, abstracts of title, leases, deeds, division of interest statements, participation agreements, and all other agreements and instruments, easements, rights-of-way, licenses, authorizations, permits and similar rights and interests, subject to the rights of third parties; and (b) claims, rights and causes of action including, without limitation, causes of action for breach of warranty, against third parties, asserted and unasserted, known and unknown, but only to the extent such claims, rights and causes of action affect the value of the Leases and/or the Wellbores as

conveyed herein after the Effective Time, and where necessary to give effect to the assignment of such rights, claims and causes of action, Assignor grants to the Assignee the right to be subrogated to such rights, claims and causes of action;

(j) files, records and data (including electronic data) including but not limited to geophysical and seismic data, lease files, land files, well files, division order files, abstracts, title files, engineering and/or production files, maps, accounting records, and other information in the possession of Assignor or copies thereof specifically related to the Wellbores and/or Leases as conveyed herein (collectively "Documents"), provided, however, that Assignor shall have up to forty-five (45) days from the Effective Date to provide said records to Assignee and, additionally, Assignor shall be entitled to keep a copy of the Documents; and

(k) all other rights and interests in, to or under or derived from the Wellbores and/or the Leases as conveyed herein, the lands covered thereby or pooled, unitized or directly used or held for use in connection therewith.

It is the intent of Assignor to convey and this Assignment hereby conveys to Assignee, from and after the Effective Time, the Interests regardless of errors in description, any incorrect or misspelled names, or any mistranscribed or incorrect recording references.

**TO HAVE AND TO HOLD** the Interests unto Assignee, its successors and assigns, forever, subject, however, to all the terms and conditions of this Assignment.

**Section 2.2 No Warranty.** NO WARRANTY OF TITLE, WHETHER EXPRESS, IMPLIED OR STATUTORY, IN AND TO THE INTERESTS IS BEING MADE BY ASSIGNOR BY THE EXECUTION OF THIS ASSIGNMENT, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

**Section 2.3 Reservation of Interests.** Assignor hereby expressly excepts and reserves from the above Assignment the following:

(a) Any mineral interests owned by Assignor, if any, in either the lands described in the Leases set forth in Exhibit A or associated with the Wellbores set forth in Exhibit B.

(b) Any royalty interests owned by Assignor, if any, in either the lands described in the Leases set forth in Exhibit A or in or associated with the Wellbores set forth in Exhibit B.

(c) Any overriding royalty interests owned by Assignor, if any, in either the lands described in the Leases set forth in Exhibit A or in or associated with the Wellbores set forth in Exhibit B.

(d) The non-operated working interests in the Leases identified within Exhibit A including all Leases related thereto along with and any associated agreements, rights and surface

rights for purposes of said non-operated working interests but only to the extent said Leases, agreements and surface rights are applicable to non-operated working interests owned by Assignor in a wellbore for wellbore production only.

(e) In addition to any presently existing overriding royalty interests as reserved in 2.3(c) above, Assignor herein further reserves an additional overriding royalty interest in each of the Leases and/or Wellbores (as applicable), lands and oil and gas Leases set forth in Exhibits A and B equal to the difference between existing burdens and eighty percent (80%) as proportionately reduced to Assignor's working interest as conveyed herein. To clarify, if Assignor's burden of public record as of the Effective Date herein in a Lease or Wellbore (or a future wellbore) or in the applicable oil and gas lease thereto is 18%, then Assignor is reserving herein an overriding royalty of two percent (2%) in said Wellbore (or future wellbore) and/or Lease, as applicable, and proportionately reduced to Assignor's working interest as conveyed herein thereby delivering an 80% net revenue interest. If Assignor's burden of public record as of the Effective Date herein in a Lease or Wellbore is equal to or exceeds 20%, then Assignor is not reserving any additional overriding royalty herein. Assignor agrees that any overriding royalty interest hereby reserved is subject to adjustment for changes in spacing, pooling, gas balancing resolutions, and after-payout adjustments.

(f) Tangible personal property, equipment, inventory, spare parts, fixtures and improvements, including, but not by way of limitation, all oil and gas wells, injection wells, salt water disposal facilities, well heads, casing, tubing, pumps, motors, gauges, valves, heaters, treaters, gathering lines, flow lines, gas lines, gas processing and compression facilities, water lines, vessels, tanks, boilers, separators, fixtures, platforms, machinery, tools, treating equipment, compressors and other equipment, pipelines, power lines, telephone and communication lines, transportation and communication facilities, and other appurtenances owned by Assignor associated with any wellbores, leases or other property interests not assigned herein.

(g) Presently existing unitization, pooling and/or communitization agreements, declarations or designations and statutorily, judicially or administratively created drilling, spacing and/or production units, whether recorded or unrecorded, which relate to wellbores, leases or other property interests not assigned herein.

(h) Presently existing and valid oil, casinghead gas and gas sales agreements, operating agreements, farmout and farmin agreements, pooling agreements, purchase 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 which pertain to wellbores, leases or other property interests not assigned herein.

(i) Oil and gas and other hydrocarbons in, on, under or produced from wellbores, leases or other property interests not assigned herein or any interests pooled or unitized therewith from and after the Effective Time.

(j) Easements, permits, licenses, servitudes, rights of way and all other rights and appurtenances situated on or used in connection with wellbores, leases or other property interests not assigned herein or any interests pooled or unitized therewith.

(k) Rights and benefits arising from or in connection with any gas production, pipeline, storage, processing or other imbalance attributable to hydrocarbons produced from wellbores, leases or other property interests not assigned herein as of the Effective Time.

(l) Orders, contracts, title opinions and documents, abstracts of title, leases, deeds, division of interest statements, participation agreements, and all other agreements and instruments, easements, rights-of-way, licenses, authorizations, permits and similar rights and interests, subject to the rights of third parties related to wellbores, leases or other property interests not assigned herein.

(m) Claims, rights and causes of action including, without limitation, causes of action for breach of warranty, against third parties, asserted and unasserted, known and unknown, related to wellbores, leases or other property interests not assigned herein.

(n) Files, records and data (including electronic data) including but not limited to geophysical and seismic data, lease files, land files, wells files, division order files, abstracts, title files, engineering and/or production files, maps, accounting records, and other information in the possession of Assignor or copies thereof specifically related to wellbores, leases or other property interests not assigned herein, and all rights relating thereto; and

(o) All other rights and interests in, to or under or derived from wellbores, leases or other property interests not assigned herein, the lands covered thereby or pooled, unitized or directly used or held for use in connection therewith.

### ARTICLE III DISCLAIMERS

**Section 3.1 General Disclaimer.** (I) ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, INCLUDING RELATING TO TITLE (OTHER THAN ASSIGNOR REPRESENTS AND WARRANTS THAT ASSIGNOR HAS NOT OTHERWISE SOLD, ASSIGNED OR CONVEYED THE INTERESTS HEREIN), PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, GAS BALANCING INFORMATION, OR THE QUALITY, QUANTITY, OR VOLUME OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE INTERESTS, OR THE ACCURACY, COMPLETENESS, OR MATERIALITY OF ANY BACKGROUND MATERIALS, RECORDS, OR OTHER RECORDS, INFORMATION, DATA, OR MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE, OR THE ENVIRONMENTAL OR OTHER CONDITION OF THE INTERESTS OF THE INTERESTS, (II) ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY AND ALL LIABILITY AND RESPONSIBILITY OF ASSIGNOR FOR ANY REPRESENTATION, WARRANTY, STATEMENT, OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO



ASSIGNEE (INCLUDING ANY OPINION, INFORMATION, PROJECTION, OR ADVICE THAT MAY HAVE BEEN PROVIDED TO ANY SUCH PERSON BY ASSIGNOR) PERTAINING TO THE INTERESTS AND (III) ASSIGNEE ACKNOWLEDGES THAT ASSIGNOR HAS NOT MADE, AND ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY EXPRESSLY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, AS TO THE QUALITY OR QUANTITY OF INTERESTS INCLUDING THE WELLBORES AND EQUIPMENT AS SAID WELLBORES AND EQUIPMENT ARE CONVEYED "AS IS" AND "WHERE IS" AND WITH ALL FAULTS AND DEFECTS (KNOWN OR UNKNOWN, PATENT OR LATENT, DISCOVERABLE, OR UNDISCOVERABLE) AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR, AND ASSIGNEE HAS MADE ANY AND ALL SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

**Section 3.2 Specific Disclaimers.** WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR EXPRESSLY DISCLAIMS AND NEGATES, AND ASSIGNEE HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, AS TO ANY OF THE FOLLOWING: (I) THE CONTENTS, CHARACTER, ACCURACY, COMPLETENESS, OR MATERIALITY OF RECORDS, INFORMATION, DATA, OR OTHER MATERIALS (WRITTEN OR ORAL) NOW, HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE, INCLUDING ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED WITH RESPECT TO THE INTERESTS; (II) THE CONTENTS, CHARACTER, OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL, OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE INTERESTS; (III) ANY ESTIMATES OF THE VALUE OF, OR FUTURE REVENUES GENERATED BY, THE INTERESTS; (IV) PRODUCTION RATES, RECOMPLETION OPPORTUNITIES, DECLINE RATES, GAS BALANCING INFORMATION, OR THE QUALITY, QUANTITY, VOLUME, OR RECOVERABILITY OF THE RESERVES OF HYDROCARBONS, IF ANY, ATTRIBUTABLE TO THE INTERESTS OR ASSIGNOR'S INTEREST THEREIN; (V) TITLE TO ANY OF THE INTERESTS; (VI) MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, MARKETABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE INTERESTS; (VII) ANY RIGHTS OF PURCHASERS UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE; (VIII) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM DEFECTS, WHETHER KNOWN OR UNKNOWN; (IX) ANY IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW; (X) ANY IMPLIED OR EXPRESS WARRANTY OF FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT; AND (XI) THE ENVIRONMENTAL OR OTHER CONDITION OF THE INTERESTS, INCLUDING ANY IMPLIED OR EXPRESS WARRANTY REGARDING ENVIRONMENTAL LAWS, THE RELEASE OF SUBSTANCES, WASTES, OR MATERIALS INTO THE ENVIRONMENT, OR PROTECTION OF THE ENVIRONMENT OR OF HUMAN HEALTH, SAFETY, OR NATURAL RESOURCES. IT IS THE EXPRESS INTENTION OF ASSIGNEE AND ASSIGNOR THAT, EXCEPT FOR THE EXPRESS AND SPECIFIC REPRESENTATIONS SET FORTH IN THE PURCHASE OFFER, THE INTERESTS ARE BEING ACCEPTED BY ASSIGNEE, "AS IS" AND "WHERE IS" AND WITH ALL FAULTS AND DEFECTS (KNOWN OR UNKNOWN, PATENT OR LATENT, DISCOVERABLE, OR UNDISCOVERABLE) AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR, AND ASSIGNEE HAS MADE ANY AND ALL SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

**Section 3.3 Environmental Disclaimer.** ASSIGNEE ACKNOWLEDGES THAT THE

INTERESTS HAVE BEEN USED FOR EXPLORATION, DEVELOPMENT, AND PRODUCTION OF HYDROCARBONS AND THAT EQUIPMENT AND SITES INCLUDED IN THE INTERESTS MAY CONTAIN NATURALLY OCCURRING RADIOACTIVE MATERIAL ("*NORM*") OR OTHER HAZARDOUS MATERIALS. *NORM* MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLBORES, MATERIALS, AND EQUIPMENT AS SCALE, OR IN OTHER FORMS. THE WELLBORES, MATERIALS, AND EQUIPMENT LOCATED ON THE INTERESTS OR INCLUDED IN THE INTERESTS MAY CONTAIN *NORM* AND OTHER WASTES OR HAZARDOUS MATERIALS. *NORM* CONTAINING MATERIAL AND/OR OTHER WASTES OR HAZARDOUS MATERIALS MAY HAVE COME IN CONTACT WITH VARIOUS ENVIRONMENTAL MEDIA, INCLUDING AIR, WATER, SOILS, OR SEDIMENT. SPECIAL PROCEDURES MAY BE REQUIRED FOR THE ASSESSMENT, REMEDIATION, REMOVAL, TRANSPORTATION, OR DISPOSAL OF ENVIRONMENTAL MEDIA, WASTES, ASBESTOS, *NORM*, AND OTHER HAZARDOUS MATERIALS FROM THE INTERESTS. FOR THE AVOIDANCE OF DOUBT, THE EXISTENCE OF *NORM* OR OTHER HAZARDOUS MATERIALS SHALL NOT CONSTITUTE THE BASIS OF AN ENVIRONMENTAL DEFECT CLAIM OR A PURCHASE PRICE ADJUSTMENT UNDER THE TERMS OF THE PURCHASE OFFER AND ASSIGNEE ACCEPTS THE INTERESTS "AS IS" AND "WHERE IS" AND WITH ALL FAULTS AND DEFECTS (KNOWN OR UNKNOWN, PATENT OR LATENT, DISCOVERABLE, OR UNDISCOVERABLE) AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR, AND ASSIGNEE HAS MADE ANY AND ALL SUCH INSPECTIONS AS ASSIGNEE DEEMS APPROPRIATE.

**Section 3.4 Conspicuous Disclaimers.** ASSIGNOR AND ASSIGNEE AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE III ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

#### ARTICLE IV ASSUMED OBLIGATIONS

As of the Closing, Assignee assumes and agrees to accept, pay, perform and discharge all of the following obligations after the Effective Date:

(a) The payment of all Burdens attributable to the Interests accruing after the Effective Date. "*Burdens*" is defined as any and all royalties (including lessor's royalties and non-participating royalties, overriding royalties, production payments, net profits interests, working interest payments and other burdens upon, measured by or payable out of production;

(b) The payment of all Taxes attributable to the Interests accruing after the Effective Date. "*Taxes*" is defined as all federal, state, local, and foreign taxes, assessments, charges, duties, fees, levies, imposts, unclaimed property, and escheat obligations or other similar charges imposed by a governmental authority, including all income, profits, margins, capital gains, capital stock, transfer, gross receipts, sales, use, ad valorem, real or personal property, excise, severance, production, windfall profits, license, payroll, employment, social security, unemployment, disability, environmental of any kind whatsoever and regardless if specifically identified above;

(c) Payment, management and handling of all P&A Obligations attributable to the Interests and/or Wellbores. "*P&A Obligations*" is defined as collectively, all liabilities regardless of whether such liabilities arose or arise on, before, or after the Effective Date, to perform plugging, replugging, abandonment, removal, site clearance, site survey, remediation, disposal and restoration operations of any lands or Wellbores as the case may be, in each case to be conducted in compliance with applicable laws and contracts, and in a good and workmanlike manner;

(d) Management and handling of all Imbalances attributable to the Interests accruing after the Effective Date. "*Imbalances*" is defined as over-production or under-production or over-deliveries or under-deliveries with respect to hydrocarbons produced from or allocated to any of the Interests regardless of whether such over-production or under-production or over-deliveries or under-deliveries arise at the wellbore, pipeline, gathering system, transportation or other location.

(e) Assumption of all liabilities arising from or attributable to the ownership, operation, or condition of the Interests, whether attributable to periods prior to, on or after the Effective Date;

(f) Management and handling of all Suspense Funds attributable to the Interests accruing after the Effective Date. "*Suspense Funds*" is defined as proceeds of production, and penalties and interest with respect thereto, payable to third parties but held in suspense by Assignor as operator of any of the Leases or Wellbores.

(g) Whether defined herein or not, any and all other obligations and liabilities associated with ownership and operatorship of the Interests, Leases and Wellbores whether described above or not.

(h) To make immediate and continued effort to obtain consent, approval, authorization, order, declaration, filing or registration that is required to be obtained, made or complied with, for or in connection with the sale, assignment or transfer of any Interest, contemplated by this Assignment. This includes but is not limited to not only preparing, executing, filing and recording of all necessary transfer of ownership documents with all applicable federal, state, county, indian and local authorities, but further to post bonds or other financial assurances as required by any and all governing authorities.

(i) To make immediate and continued effort to obtain consent, approval, authorization, order, declaration, filing or registration that is required under any contract or other agreement pertaining to the Interests that must be obtained, made or complied with, for or in connection with the sale, assignment or transfer of any Interest, contemplated by this Assignment.

(j) From and after the Effective Date, Assignee shall indemnify, defend and hold harmless Assignor, and its affiliates and each of their respective partners, managers, officers,

employees, agents, consultants, attorneys, advisors and other representatives from and against any and all claims made against Assignor relating to or arising out of (i) any breach of any representation or warranty made by Assignee contained in this Assignment or the Purchase Offer, (ii) any breach of any covenant or agreement made or to be performed by Assignee under this Assignment, (iii) failure to perform the assumed obligations of Assignee as set forth in this Assignment and (iv) any losses or other claims made against Assignor for matters related to the Interests.

## **ARTICLE V MISCELLANEOUS**

**Section 5.1 Assignment Subject to Agreement.** This Assignment is expressly made subject to the terms of the Purchase Offer provided, however, that the terms in this Assignment shall control in the event of a conflict therewith. The Purchase Offer may contain certain representations, warranties, covenants, indemnities and agreements between the parties, some of which may survive the delivery of this Assignment, as more particularly provided for therein, but third parties may conclusively rely on this Assignment to vest title to the Interests in Assignee. Notwithstanding the foregoing and for the avoidance of doubt, this Assignment is only intended to convey the Interests (subject to the reservations identified) as provided for herein and no other assets or rights.

**Section 5.2 Separate Assignments.** Where separate assignments are necessary for preparation and to be executed for filing with and approval by applicable governmental authorities, any such separate assignments (a) shall evidence this Assignment (inclusive of the reservation herein) and assignment of the applicable Interest herein made and shall not constitute any additional Assignment or assignment of the same Interest, (b) shall not create, any representations, warranties or additional covenants of or by Assignor to Assignee, and (c) shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate assignments.

**Section 5.3 Governing Law/Waiver of Jury Trial.** THIS ASSIGNMENT AND THE LEGAL RELATIONS AMONG ASSIGNOR AND ASSIGNEE SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WYOMING EXCLUDING ANY CONFLICTS OF LAW, RULE OR PRINCIPLE THAT MIGHT REFER CONSTRUCTION OF SUCH PROVISIONS TO THE LAWS OF ANOTHER JURISDICTION. EACH OF ASSIGNOR AND ASSIGNEE WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE PURCHASE OFFER.

**Section 5.4 Successors and Assigns.** This Assignment (inclusive of the reservations made herein) shall additionally bind and inure to the benefit of the parties hereto and their respective successors and assigns and all obligations herein shall additionally be binding upon the respective successors and assigns.

**Section 5.5 Counterparts.** This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute for all purposes one agreement. To facilitate the recording or filing of this Assignment, the counterpart to be recorded in a given county may contain only that portion of the exhibits that describes Interests located in that county.

**Section 5.6 Further Cooperation.** After the Closing, Assignor and Assignee shall execute and deliver, or shall cause to be executed and delivered from time to time, such further instruments of conveyance and transfer, and shall take such other actions as any party may reasonably request, to transfer and deliver the Interests to Assignee, and to otherwise accomplish the orderly transfer of the Interests to Assignee in the manner contemplated by this Assignment.

EXECUTED as of the dates set forth below, but effective as of the Effective Time.

[Signature Page Follows]

**ASSIGNOR:**

**SNYDER PARTNERS**

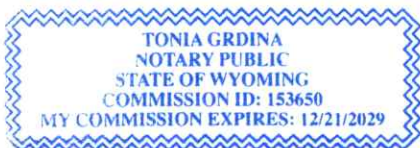
By: R. Blaine Snyder  
Name: R. Blaine Snyder  
Title: Managing Partner

STATE OF WYOMING

COUNTY OF PARK

§  
§  
§

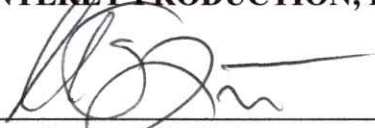
The foregoing instrument was acknowledged before me on this 30<sup>th</sup> day of April, 2024 by R. Blaine Snyder as Managing Partner of Snyder Partners, a Wyoming general partnership, on behalf of said partnership.



Tonia Grdina  
Notary Public – State of Wyoming

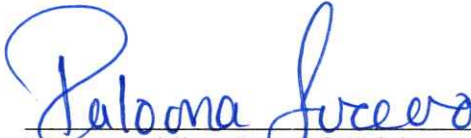
**ASSIGNEE:**

**MONTEREY PRODUCTION, LLC**

By:   
Name: Gregory T. Little  
Title: Manager

STATE OF OKLAHOMA           §  
  §  
COUNTY OF TULSA           §

The foregoing instrument was acknowledged before me on this 30 day of April, 2024 by Gregory T. Little as Manager of Monterey Production, LLC, an Oklahoma limited liability company, on behalf of said corporation.

  
Notary Public - State of Oklahoma

PALOMA LUCERO  
Notary Public, State of Oklahoma  
Commission # 19011374  
My Commission Expires 11-11-2027

EXHIBIT A-LEASES  
 TO THAT CERTAIN ASSIGNMENT, RESERVATION, BILL OF SALE AND CONVEYANCE  
 BY AND BETWEEN SNYDER PARTNERS, AS ASSIGNOR, AND MONTEREY PRODUCTION, LLC, AS ASSIGNEE

| ORIGINAL LESSOR          | ORIGINAL LESSEE      | AGREEMENT DATE | BOOK | PAGE | SECTION | TWP | RANGE | COUNTY | STATE |
|--------------------------|----------------------|----------------|------|------|---------|-----|-------|--------|-------|
| Harold R. Heinson, et ux | Kenneth W. Cory, LTD | 5/6/2009       | 117  | 329  | 33&34   | 33S | 28W   | Meade  | KS    |
| Geo. Roberts, et ux      | Lee Banks            | 10/12/1965     | 16   | 110  | 20      | 33S | 28W   | Meade  | KS    |
| Geo. Roberts, et ux      | Lee Banks            | 10/12/1965     | 16   | 109  | 20      | 33S | 28W   | Meade  | KS    |



**EXHIBIT B**

**MEADE COUNTY, KS**

**Wells**

| <b>API</b>        | <b>WELL NAME</b> | <b>Well Number</b> | <b>SEC</b> | <b>TWP</b> | <b>RGE</b> | <b>County</b> | <b>State</b> |
|-------------------|------------------|--------------------|------------|------------|------------|---------------|--------------|
| 15-119-00105-0001 | HEINSON          | 1-34               | 34         | 33S        | 28W        | Meade         | Kansas       |
| 15-119-30089-0000 | ROBERTS          | 1-20               | 20         | 33S        | 28W        | Meade         | Kansas       |