

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)
		Circle: FSL/FNL	Circle: 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

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: \_\_\_\_\_

DOUGLAS H. MCGINNESS II  
CMX, INC  
1635 N Waterfront Pkwy, Suite 220  
Wichita, KS 67206

Re: Operations in Pratt County, Kansas—McMannis Leases

Dear Mr. McGinness:

We write to memorialize the agreement between CMX, Inc. (“CMX”) and McGinness Energy Company, Inc. (“Buyer”) in connection with the above-referenced transaction.

CMX agrees to deliver, convey and transfer to Buyer the operating rights for the leases and wellbores identified in Exhibit A & B of this agreement.

The following conditions are applicable to this transaction:

1) At Closing CMX agrees to deliver, convey and transfer to Buyer its operating rights to the properties described in Exhibit A & B of this PSA. This includes but not limited to T1 forms, midstream purchaser contracts, vendors contract, and any other contracts related to operating the wells.

2) To the best of CMX’s knowledge:

a. There are no actions, suits, claims or proceedings seeking money damages, injunctive relief, remedial action or other remedy, pending or threatened, on the Properties or against Seller arising from its ownership or operation of its interest in the Properties and relating to the violation of, or noncompliance with, any Environmental Laws; the disposal, discharge, or release of any Hazardous Substance; or the exposure of any person to any other solid waste, pollutant, chemical substance, noise or vibration.

b. All material Contracts are valid and enforceable in accordance with their respective terms and conditions and have not been amended or changed in any fashion since their respective effective dates.

c. All material governmental licenses and permits have been obtained, and has properly made or caused all filings, necessary to obtain such licenses and permits and to own and operate properties; Such licenses, permits and filings are in full force and effect, and no material violations exist with respect to any of the same.

3) Upon Closing, and except for Retained Liabilities, Buyer shall assume and pay, perform, fulfill and discharge all claims, costs, expenses, liabilities and obligations accruing or relating to the owning, developing, exploring, operating or maintaining of the Properties or the producing, transporting and marketing of Hydrocarbons from the Properties for the periods **after** the Effective Time, including, without limitation, (i) the obligation to properly plug and abandon all wells located on the Lands and reclaim all well sites located on the Lands in accordance with applicable lease or other agreements and governmental laws, orders and regulations and (ii) the obligation to pay ad valorem and similar production taxes with respect to the Properties (collectively, the "Assumed Liabilities").

4) Upon Closing, CMX retains all claims, costs, expenses, liabilities and obligations accruing or relating to the owning, developing, exploring, operating or maintaining of the Properties or the


producing, transporting and marketing of Hydrocarbons from the Properties for the periods **prior** to the Effective Time, including, without limitation, (i) any injury, death, casualty, tortious action or inaction occurring on or attributable to the Properties, (ii) any matters occurring prior to the Effective Time that are covered by Seller's insurance, and (iii) royalty liabilities attributable to the period of time prior to the Effective Time, (collectively, the "Retained Liabilities").

5) CMX and Buyer representatives have all company power, as authorized under the laws of the State of Kansas to conduct business as presently conducted and to perform obligations under this agreement. This Agreement shall be binding upon signing by both parties and can be executed electronically by buyer and seller.

6) Closing shall take place on May 28, 2024.

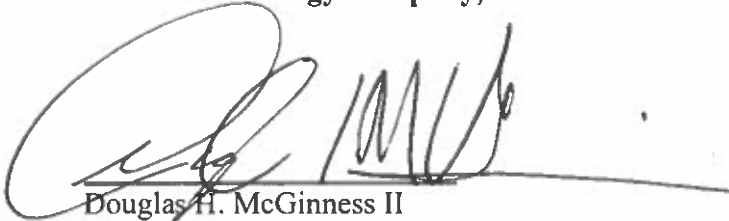
AGREED TO AND ACCEPTED ON THIS THE 30<sup>th</sup> DAY OF May, 2024 but effective the 1<sup>st</sup> day of June, 2024 ("Effective Date")

**CMX, Inc.**

A handwritten signature in black ink, appearing to read 'D. McGinness II', written over a horizontal line.

Douglas H. McGinness II  
President

**McGinness Energy Company, Inc.**

A handwritten signature in black ink, appearing to read 'D. McGinness II', written over a horizontal line.

Douglas H. McGinness II  
President

## EXHIBIT A – LEASES

**Attached to and made a part of that certain Agreement effective June 1<sup>st</sup>, 2024, by and between CMX, Inc as Operator and McGinness Energy Company, Inc. as Buyer.**

Oil and Gas Lease dated, February 24, 2017, by and between McMannis Farm, LLC and Kim McCary, a single person. lessors and Panther Energy, Inc., lessee, covering the Lots 1, 2, & 5 (a/d/a N/2 NE/4) of Section 25, Township 26 South, Range 14 West, Pratt County, Kansas, containing 80 acres more or less and recorded in Book 460, Page 639 of the records of Pratt County Register of Deeds.

Oil and Gas Lease dated, April 28, 2017, by and between Anna Marie Baker, Co-Trustee of the Lorence D. Briggeman Family Trust. lessors and Panther Energy, Inc., lessee, covering the South Half Southeast Quarter (S/2 SE/4) of Section 24, Township 26 South, Range 14 West, Pratt County, Kansas, containing 80 acres more or less and recorded in Book 462, Page 505 of the records of Pratt County Register of Deeds.

Oil and Gas Lease dated, April 28, 2017, by and between Judy D. Park, Co-Trustee of the Lorence D. Briggeman Family Trust. lessors and Panther Energy, Inc., lessee, covering the South Half Southeast Quarter (S/2 SE/4) of Section 24, Township 26 South, Range 14 West, Pratt County, Kansas, containing 80 acres more or less and recorded in Book 462, Page 495 of the records of Pratt County Register of Deeds.

Oil and Gas Lease dated, April 28, 2017, by and between Geneva M. Briggeman, Trustee of the Geneva M. Briggeman Revocable Trust No. 1, lessors and Panther Energy, Inc., lessee, covering the South Half Southeast Quarter (S/2 SE/4) of Section 24, Township 26 South, Range 14 West, Pratt County, Kansas, containing 80 acres more or less and recorded in Book 462, Page 485 of the records of Pratt County Register of Deeds.

Oil and Gas Lease dated, November 28, 2017, by and between McMannis Farm, LLC and Kim McCary, a single person. lessors and Panther Energy, Inc., lessee, covering the Lots 3, 4, & 6 & South Half Northwest Quarter (a/d/a NW/4) of Section 25, Township 26 South, Range 14 West, Pratt County, Kansas, containing 160 acres more or less and recorded in Book 469, Page 104 of the records of Pratt County Register of Deeds.

Oil and Gas Lease dated, January 5, 2018, by and between Diana L. Albers and Bernard Albers, her husband, lessors and Panther Energy, Inc., lessee, covering the South Half Northeast Quarter (S/2 NE/4) of Section 26, Township 26 South, Range 14 West, Pratt County, Kansas, containing 80 acres more or less and recorded in Book 470, Page 261 of the records of Pratt County Register of Deeds.

Oil and Gas Lease dated, January 5, 2018, by and between James S. McMannis, Trustee of the James S. McMannis Trust, dated 11/28/2000, lessors and Panther Energy, Inc., lessee, covering the South Half Northeast Quarter (S/2 NE/4) of Section 26, Township 26 South, Range 14 West, Pratt County, Kansas, containing 80 acres more or less and recorded in Book 470, Page 258 of the records of Pratt County Register of Deeds.

Oil and Gas Lease dated, January 5, 2018, by and between James S. McMannis, Trustee of the James S. McMannis Trust, dated 11/28/2000, lessors and Panther Energy, Inc., lessee, covering Lots 1, 2, &5 (a/d/a N/2 NE/4) of Section 26, Township 26 South, Range 14 West, Pratt County, Kansas, containing 83 acres more or less and recorded in Book 470, Page 255 of the records of Pratt County Register of Deeds.

**END OF EXHIBIT A**

**EXHIBIT B – WELLS**

<b>API #</b>	<b>Well Name</b>	<b>Lease No</b>	<b>Lease Name</b>	<b>Operator Name</b>	<b>County</b>	<b>State</b>
15-151-21675-0001	McMannis #1-25	1001176483	McMannis	CMX, Inc.	Pratt County	KS
15-151-22535-0000	McMannis #3-25	1001176483	McMannis	CMX, Inc.	Pratt County	KS
15-151-22518-0000	McMannis B #2-25	1001175558	McMannis	CMX, Inc.	Pratt County	KS