

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: _____

ASSIGNMENT OF OIL AND GAS LEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **D & Z EXPLORATION INC.**, an Illinois corporation, hereinafter called "Assignor," for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does grant, bargain, sell convey, transfer, assign and deliver all of Assignor's right, title and interest unto **E3 ENERGY LLC**, a Kansas limited liability company, and **ENSIGN OILFIELD SERVICES, LLC**, a Kansas limited liability company, in equal shares, hereinafter called "Assignee," its successors and assigns, in and to the following oil and gas leases and personal property:

- (A) The Oil and Gas Leases described on **Exhibit A** 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 (collectively, the "Lease");
- (B) All oil, gas and mineral leases, easements, rights of way, surface leases, subsurface leases, licenses, authorizations, permits and similar rights and interests use or issued for use exclusively upon the Lease;
- (C) All undivided interests in and to all of the oil and gas wells, saltwater disposal wells and injection wells located on the Lease, specifically including those wells described on Exhibit 'B' attached hereto;
- (D) 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, , and other equipment, structures and related permits) in use, located on and used exclusively in the operations of the Lease as of the Effective Date (the "Facilities");
- (E) 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 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 related exclusively to the Lease), maintained by, the Assignor, but specifically excluding all seismic data owned by Assignor (the "Records"); AND
- (F) All contracts, agreements or other legally binding arrangements presently existing to which the Assignor is a party to or bound, to the extent assignable and covering, attributable to or relating to any of the Wells and that will be binding upon the Assignee after the closing including, without limitation: leases, farmout

agreements, farming 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").

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

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 hereby disclaimed. Notwithstanding anything to the contrary contained herein, Assignor represents and warrants that there are no mortgages or mechanic's liens upon the Assigned Property..

2. **ASSUMPTION OF RESPONSIBILITY.** Assignors and Assignee do hereby stipulate and agree among themselves that all of the wells located upon the Leases are being assigned to Assignee and that no such wells shall be considered to have been abandoned by Assignors at the time of this Assignment. Assignee does hereby agree to accept all responsibility and liability for all of the Assigned Property from and after the date of this Assignment and shall indemnify and hold Assignors, their affiliates, and directors, officers and employees harmless from any, claim, damage, liability or responsibility for any of such wells or oil and gas equipment or the repair, restoration or remediation of the real property covered by the Leases from and after the date of this Assignment, unless such damage, event or liability accrued prior to the date of this Assignment. Within 30 days after the effective date of this Assignment Assignee shall accept an assignment of operator responsibility for all wells located on the Leases by form T-1 Transfer filed with the Conservation Division of the Kansas Corporation Commission.

3. **ACKNOWLEDGMENT OF CONDITION OF LEASES.** Assignor and Assignee expressly acknowledge that production data has been made available to Assignee and Assignee has inspected the leased premises and is aware of what personal property and equipment is present or absent upon the above referenced Lease, the condition of all wells and equipment thereon and the Assigned Property is being assigned on an absolutely AS-IS, WHERE-IS and WITH ALL FAULTS BASIS. Assignee expressly and unconditionally assumes the risk of any above ground or downhole well or equipment problems or defects including any casing or tubing failures, inoperable pumping units or any other condition or defect with respect to the condition of the well bores or equipment being assigned to Assignee. Assignees have accepted the responsibility of ensuring that the lease is a valid and subsisting oil and gas lease and that the same has produced in paying quantities since it was granted and that all of the terms and provisions thereof have been fully complied with

since it was granted, and Assignor makes no representations or warranties of any kind concerning the Assigned Property, the current validity of the Lease or past compliance with the terms thereof. Assignee nevertheless unconditionally accepts all of the responsibilities and liabilities associated with said real property, including plugging and remediation obligations. Assignee unconditionally accepts this assignment of all of Assignor's right, title, interest and responsibility with respect to the Lease and the Personal Property at its own risk and without any assurances, representations, or warranties of any kind whatsoever by Assignor, except as provided in paragraph 1 above. It is further specifically disclosed by Assignor and accepted by Assignee that the terms of the Lease provide that said Lease shall not be assigned without the prior written consent of Lessor, which consent shall not be unreasonably withheld; and Assignor has not been able to obtain the prior written consent of all of the Lessors before executing this Assignment. Assignee accepts all risks and responsibilities concerning the failure to obtain the written consent of all Lessors before this Assignment is executed, and nevertheless accepts the Lease and all responsibility for the Lease and all wells located thereon regardless of whether Lessor hereinafter consents to this Assignment or not.

4. TRANSFER OF RIGHTS. The Assigned Property shall include all right, title and interest which Assignor may have in and to the Leases, including but not limited to, leasehold interests, regulatory authorities and permits or licenses.

5. 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.

6. EFFECTIVE DATE. This Conveyance shall be effective as of MAY 21, 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.

D & Z EXPLORATION INC.


By:  _____
David C. Belden President

ACCEPTED BY:

E3 ENERGY LLC

By:  _____
Stewart Ensign Managing Member

ENSIGN OILFIELD SERVICES, LLC

By:  _____
Grant Ensign Managing Member

STATE OF Illinois, COUNTY OF Fayette, ss:

This instrument was acknowledged before me on the 21 day of ^{MAY} April, 2024, by DAVID C. BELDEN, President of D&Z EXPLORATION, Inc., an Illinois corporation.

Tina L. Martin

Notary Public

Appointment/Commission Expires:



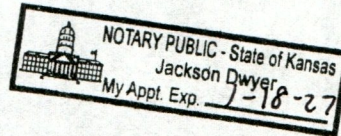
STATE OF KANSAS, COUNTY OF Franklin, ss:

This instrument was acknowledged before me on the 9th day of ^{MAY} April, 2024, by STEWART ENSIGN, Managing Member of E3 ENERGY, LLC, a Kansas limited liability company.

Jackson Dwyer

Notary Public

Appointment/Commission Expires: 1-18-27



STATE OF KANSAS, COUNTY OF Franklin, ss:

This instrument was acknowledged before me on the 9th day of ^{MAY} April, 2024, by GRANT ENSIGN, Managing Member of ENSIGN OILFIELD SERVICES, LLC, a Kansas limited liability company.

Jackson Dwyer

Notary Public

Appointment/Commission Expires: 1-18-27

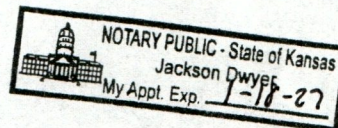


EXHIBIT A

MEYERS LEASE

Dated: September 15, 1984

Recorded: Vol. 2065, Page 347

Lessor: The Overland Park State Bank and Trust Company, as Trustee

Lessee: Brown Bear Energy, Inc.

Description: The Southeast 1/4 of Section 28, Township 14, Range 22, except the South 390.16 feet of the West 893.17 feet and except the South 20 feet and the West 30 feet thereof in road, Johnson County, Kansas; EXCEPT: Lot No. 4 in Cherokee Flats, a plat of land in the Southeast Quarter (SE/4) of Section Twenty-eight (28), Township Fourteen (14) South, Range Twenty-two (22) East of the 6th P.M., according to the recorded plat thereof; containing 10 acres, more or less.

Amended: August 29, 1986; Book 2421 at Page 74

Subject to: Agreement Dated March 14, 2006, Recorded in Book 200603 at Page 005677

Subject to: Agreement Dated June 21, 2007, Recorded in Book 200706 at Page 005076

Subject to: Deed of Release-Kansas (PARTIAL) Dated December 3, 2004, Recorded in Book 200412 at Page 10345

Meyers	Full name	Mailing Address	City	State	Zip Code
Lease	Robert G Meyers	7401 Metcalf AVE	Overland Park	KS	66204
Surface	KP Industries	16557 Birch St	Stillwell	KS	66085
Owners	Ryan and Jacqueline Hoobler	17915 Four Corners RD	Gardner	KS	66030
	Garon and Melanie Smith	17985 Four Corners Rd	Gardner	KS	66030
	STEVEN G AND KATHLEEN A KEITHLY LIVING TRUST	18055 Four Corners RD	Gardner	KS	66030
	Johnand Brenda Clarke	18175 Four Corners rd	Edgerton	KS	66021
	Deron and Shona Burger	18215 Four Corners rd	Edgerton	KS	66021
	Thomas and Michelle Corbin	18275 Four Corners Rd	Edgerton	KS	66021