

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 _____

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, GAS AND MINERAL LEASES
AND BILL OF SALE**

STATE OF KANSAS

COUNTY OF BARTON

This **Assignment and Conveyance of Oil, Gas and Mineral Leases** (the "ABOS") is effective **May 1, 2024 at 7:00 a.m.**(the "Effective Time"), between **OSBORN HEIRS COMPANY, LTD**, whose address is PO Box 17968, San Antonio, Texas 78217 (hereinafter "Assignor") and **CLH INVESTMENTS, LLC**, whose address is PO Box 328, Hoisington, Kansas 67544 (hereinafter, "Assignee").

Whereas, Assignor owns an interest in and to the oil, gas and mineral leases (the "Leases") insofar as same cover the lands (the "Lands") described on Exhibit "A" attached hereto and made a part hereof and a like interest in and to all well(s) (the "Wells", including, without limitation those described on Exhibit B attached hereto) and all personal property and equipment located upon the Lands and used in connection with the development of the Leases (collectively the "Equipment").

Whereas, Assignor hereby desires to convey and assign to Assignee its entire interest in the Assets (as hereinafter defined, which is inclusive of all of Assignor's interest in the Leases, Lands, Wells, and Equipment) to Assignee, but specifically excluding all fee minerals, royalty interests, overriding royalty interest and all other nonworking interests owned by Assignor, all of which are expressly hereby retained and reserved unto Assignors.

Therefore, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, assign and convey to Assignee all of its right, title, and interest in and to the Assets (as defined in paragraph 1 hereinbelow), subject to the following terms and conditions:

1. **Assets.** The Assets are defined as Assignor's right, title and interest in and to the Leases INSO FAR as the Leases cover the Lands and all Wells and Equipment, together with any all contracts, agreements, easements, servitudes, right-of-way, licenses, permits, division orders, books, records, files, and all instruments affecting or appurtenant to the Leases or Wells insofar as same cover the Lands ("Contracts") and all oil, gas and other minerals attributable to Assignor's interest in the Leases insofar as same cover the Lands ("Hydrocarbons") produced after the Effective Time and the proceeds thereof including, without limitation, the specific interests in the Wells (set forth under "WI") and Hydrocarbons (set forth under "NRI") on Exhibit B attached hereto, but specifically excluding all fee minerals, royalty interests, overriding royalty interests, and all other non-working interests owned by Assignor, all of which are expressly hereby retained and reserved unto Assignor.

2. **INSPECTION AND DISCLAIMER.** By its execution hereof, ASSIGNEE acknowledges that it has inspected the Assets and is satisfied with their surface and subsurface condition. ASSIGNOR makes no representation and EXPRESSLY DISCLAIMS the condition of the Assets, both surface and subsurface, and ASSIGNEE accepts same in their present condition, "AS IS, WHERE IS,

WITH ALL FAULTS, AND IN THEIR CURRENT CONDITION AND STATE OF REPAIR”, and ASSIGNEE hereby RELEASES ASSIGNOR from all claims for damages to persons or property arising therefrom from and after the Effective Time. ASSIGNOR HAS NOT MADE, DOES NOT HEREBY MAKE AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE AS TO, CONCERNING OR WITH RESPECT TO THE ASSETS, INCLUDING, BUT NOT LIMITED TO (AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING), THE FOLLOWING: (A) THE NATURES, QUALITY OR CONDITION OF THE ASSETS INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL OR GEOLOGY OF THE LANDS; (B) THE SUITABILITY FOR ANY AND ALL ACTIVITIES AND USES WHICH ASSIGNEE MAY CONDUCT THEREON OR THEREWITH; (C) THE HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE ASSETS; OR (D) ANY OTHER MATTER WITH RESPECT TO THE WELLS OR THE EQUIPMENT. WITHOUT LIMITING ANY OF THE FOREGOING, ASSIGNOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES REGARDING (i) THE PRESENCE OR ABSENCE FROM THE LANDS COVERED BY THE ASSETS OF HAZARDOUS SUBSTANCES AND/OR SOLID WASTE, AS DEFINED BY THE U. S. ENVIRONMENTAL PROTECTION AGENCY, REGULATIONS PROMULGATED PURSUANT TO THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AS AMENDED ("CERCLA"); OR (ii) THE COMPLIANCE OR NONCOMPLIANCE OF THE ASSETS WITH CERCLA, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL CLEAN AIR ACT (AS ANY OF THE SAME MAY HAVE BEEN AMENDED FROM TIME TO TIME), OR ANY OTHER STATUTE, LAW, ORDINANCE, REGULATION, ORDER OR DECREE RELATING TO ENVIRONMENTAL MATTERS.

3. **Indemnities.** Assignee agrees to indemnify and hold Assignor harmless from and with respect to any and all costs, expenses, obligations, liabilities, and claims concerning the Assets or arising from the ownership or operations of the Assets from the Effective Time

4. **General Requirements.** All work to be performed on the Assets by ASSIGNEE or its agents, employees, representatives, contractors or any other persons acting under its control or at its direction or request shall be at the sole risk, cost and expense of ASSIGNEE and shall be conducted in accordance with the applicable requirements of all Federal, state and local governmental and regulatory authorities having jurisdiction, including, without limitation, all applicable environmental laws and worker health and safety laws.

5. **Applicable Law.** This Assignment shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any cause of action for enforcement of this Agreement shall be in Bexar County, Texas, notwithstanding the situs of the Assets. In the event of any dispute arising hereunder, the prevailing Party in any such dispute shall be entitled to recover from the other Party all of its costs of prosecuting or defending its position including, without limitation, reasonable attorneys' fees, court costs and expert witness' fees.

6. **Severability.** In case any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof. and this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7. **Warranty.** Assignor warrants title to the Assets against all title claims arising by, through or under Assignor, but not otherwise.

TO HAVE AND TO HOLD the Assets, together with all and singular the rights and privileges in any way appertaining or belonging thereto, unto Assignee and its successors and assigns, forever.

IN WITNESS WHEREOF, this agreement has been executed this 12th day of June 2024, but shall be effective as of the Effective Time first written above.

ASSIGNOR:

OSBORN HEIRS COMPANY, LTD

By [Signature]

Name Mike Stevenson

Title President

ASSIGNEE:

CLH INVESTMENTS, LLC

By [Signature]

Name Kathleen A Hirschmann

Title member

STATE OF TEXAS §

COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me on this 12th day of June 2024, by Mike Stevenson, President of OSBORN HEIRS COMPANY, LTD on behalf of said entity



[Signature]
Notary Public in and for the State of Texas

STATE OF KANSAS §

COUNTY OF Barton §

The foregoing instrument was acknowledged before me on this 12th day of June 2024, by Kathleen A Hirschmann (name), member (title) of CLH INVESTMENTS, LLC, a Kansas limited liability company, on behalf of said entity



[Signature]
Notary Public in and for the State of Kansas

EXHIBIT A

ASSIGNMENT OF OIL, GAS, AND MINERAL LEASES AND BILL OF SALE
between OSBORN HEIRS COMPANY, LTD
and CLH INVESTMENTS LLC, effective MAY 1, 2024

LEASES AND LANDS

ASSIGNOR'S LEASE NO.	LESSOR	LESSEE	LEASE DATE	VOL	PAGE	COUNTY	LEGAL DESCRIPTION
15005-0099	LOUIS S. KINZEL and MARY KINZEL, husband and wife	B. E. SHELTON	2/14/1968	296	33	Barton	T-18-S, R-12-W, SECTION 2: S/2 NE/4; SE/4 SECTION 11: NW/4 NE/4; E/2 NE/4 BARTON COUNTY, KANSAS

EXHIBIT B

ASSIGNMENT OF OIL, GAS, AND MINERAL LEASES AND BILL OF SALE
between OSBORN HEIRS COMPANY, LTD
and CLH INVESTMENTS LLC, effective MAY 1, 2024

WELLS & OWNERSHIP

ASSIGNOR'S PROPERTY NO.	WELL NAME & NUMBER	API NO.	LOCATION	COUNTY	WORKING EXPENSE INTEREST	WORKING REVENUE INTEREST
048011	Kinzel 11	15-009-24957	Sec 11-T18S-R12W	Barton	33.33334%	27.34375%
048012	Kinzel 12	15-009-25564	Sec 11-T18S-R12W	Barton	33.33334%	27.34375%
048002	Kinzel 2	15-009-20431	Sec 02-T18S-R12W	Barton	33.33334%	27.34375%
048003	Kinzel 3 (SWD)	15-009-20500	Sec 02-T18S-R12W	Barton	33.33334%	27.34375%
048004	Kinzel 4	15-009-20527	Sec 02-T18S-R12W	Barton	33.33334%	27.34375%
048009	Kinzel 9	15-009-24668	Sec 02-T18S-R12W	Barton	33.33334%	27.34375%