KOLAR Document ID: 1787675

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:	1
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:
Gas Gathering System:	Lease Name:
Saltwater Disposal Well - Permit No.:	
Spot Location:feet from N / S Line	SecTwpRE \[V \]
feet from E /W Line	Legal Description of Lease:
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells**	Production Zone(s):
Field Name:	Injection Zone(s):
** Side Two Must Be Completed.	injection Zene(e).
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:
	Date:
Title:	Signature:
New Operator's License No	Contact Person:
New Operator's Name & Address:	Phone:
	Oil / Gas Purchaser:
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	is acknowledged as
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit
Permit No.: Recommended action:	permitted by No.:
Date:	Date:
Authorized Signature	Authorized Signature
DISTRICT EPR	PRODUCTION UIC
I	

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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)
		<i>Circle:</i> FSL/FNL	Circle: FEL/FWL _		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
	_	FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
			FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		

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.

KOLAR Document ID: 1787675

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:	CB-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	
Address 1:	County:
Address 2:	
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: () Fax: ()	
Email Address:	
Surface Owner Information:	
Name:	
Address 1:	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
Address 2:	county, and in the real estate property tax records of the county treasurer.
City:	
the KCC with a plat showing the predicted locations of lease road	(Cathodic Protection Borehole Intent), you must supply the surface owners and ds, tank batteries, pipelines, and electrical lines. The locations shown on the plat tered on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
provided the following to the surface owner(s) of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I a	Notice Act (see Chapter 55 of the Kansas Statutes Annotated), I have land upon which the subject well is or will be located: 1) a copy of the am filing in connection with this form; 2) if the form being filed is a Form 3) my operator name, address, phone number, fax, and email address.
the KCC will be required to send this information to the	er(s). I acknowledge that, because I have not provided this information, surface owner(s). To mitigate the additional cost of the KCC performing nd address of the surface owner by filling out the top section of this form able to the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 has form and the associated Form C-1, Form CB-1, Form T-1, or For	andling fee with this form. If the fee is not received with this form, the KSONA-1 rm CP-1 will be returned.
I hereby certify that the statements made herein are true and co	rrect to the best of my knowledge and belief.
Date: Signature of Operator or Agent:	Title:

Receipt#: 45875 Pages Recorded: 7

Date Recorded: 7/18/2024 9:30:20 AM

CONVEYANCE, ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS

8

COUNTY OF GRAHAM

8

THIS CONVEYANCE, ASSIGNMENT AND BILL OF SALE (this "Conveyance") effective from and after 12:00 a.m. on August 1, 2024 (the "Effective Date"), is by and between Prater Oil & Gas Operations, Inc., whose address is 10356 Bluestem Blvd., Pratt, KS 67124 (herein called "Grantor"), and Compass Exploration LLC, whose address is 2777 U.S Hwy 24, Hill City, KS 67642 (herein called "Grantee");

WITNESSETH:

- 1. <u>Grant and Interest Assigned.</u> For Ten Dollars and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Grantor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Grantee the following described properties, rights, title and interests, to wit:
 - the oil, gas and mineral leases and lands described in Exhibit "A," including any renewals, extensions, ratifications and amendments to such leases whether or not such renewals, extensions, ratifications or amendments are described on Exhibit "A" (the "Leases"), together with all oil and gas unitization and communitization agreements, declarations and/or orders relating to the Leases (the "Units");
 - (b) any and all oil and gas wells and wellbores, including but not limited to those oil and gas wells identified on Exhibit "B", whether abandoned, not abandoned, plugged or unplugged, located on the Leases (the "Wells");
 - (c) the pipeline and pipelines system, if any;
 - (d) all structures, facilities, wellheads, tanks, separators, equipment, machinery, fixtures, flowlines, materials, improvements, and any other real, personal, immovable and mixed property located on and currently or formerly used in the operation of, or relating to the in-field production, treatment, sale, or disposal of hydrocarbons, water, and associated substances produced from the Leases, Units and Wells; and
 - (e) to the extent assignable or transferable, all contractual rights, obligations and interests in all agreements and contracts, including unit agreements, farmout agreements, farmin agreements and operating agreements, INSOFAR AND ONLY INSOFAR as they are directly related and applicable to the other rights, title and interests included in the definition of the Properties in subparagraphs (a) through(d) above (collectively, the "Contracts")

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The properties, rights and interests described in subparagraphs (a) through (e) above are herein sometimes called the "Properties."

- 2. Retained Overriding Royalty Interests. N/A
- 3. <u>Grantee's Assumed Obligations and Indemnities.</u> Grantee's assumed obligations and associated indemnity obligations with respect to the Properties are assumed obligations and associated indemnity obligations survive the execution and delivery of this Conveyance and are not merged with this Conveyance.
- Disclaimers. EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED IN 4. PARAGRAPH 6 BELOW, ANY REPRESENTATIONS OR WARRANTIES OF TITLE, WHETHER EXPRESS, IMPLIED OR STATUTORY, ARE HEREBY DISCLAIMED. THE REPRESENTATIONS AND WARRANTIES OF GRANTOR CONTAINED IN THIS CONVEYANCE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. WITHOUT LIMITATION OF THE FOREGOING, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED IN PARAGRAPH 6 BELOW, THE PROPERTIES ARE CONVEYED PURSUANT HERETO WITHOUT ANV WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO THE MODELS OR SAMPLES OF MATERIALS OR MERCHANTABILITY OF ANY EQUIPMENT OR ITS FITNESS FOR ANY PURPOSE, AND WITHOUT ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER. GRANTEE SHALL HAVE INSPECTED OR WAIVED ITS RIGHT TO INSPECT THE PROPERTIES FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE, RELEASE OR DISPOSAL OF POLLUTANTS, HAZARDOUS SUBSTANCES, SOLID WASTES OR NATURALLY OCCURRING RADIO-ACTIVE MATERIALS ("NORM"). GRANTEE IS RELYING SOLELY UPON ITS OWN INSPECTION, AND GRANTEE SHALL ACCEPT ALL OF THE PROPERTIES IN THEIR "AS IS, WHERE IS" CONDITION. IN ADDITION, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION OR MATERIALS NOW, HERETOFORE OR HEREAFTER FURNISHED OR MADE AVAILABLE TO GRANTEE IN CONNECTION WITH THIS CONVEYANCE INCLUDING, WITHOUT LIMITATION, RELATIVE TO PRICING ASSUMPTIONS, OR QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO TTIE PROPERTIES OR TTTE ABILITY OR POTENTIAL OF THE PROPERTIES TO PRODUCE HYDROCARBONS OR THE ENVIRONMENTAL OR PHYSICAL CONDITION OF THE PROPERTIES OR ANY OTHER MATTERS CONTAINED IN THE PROPRIETARY DATA OR ANY OTHER MATERIALS FURNISHED OR MADE AVAILABLE TO GRANTEE BY GRANTOR. ANY AND ALL SUCH DATA, RECORDS, REPORTS, PROJECTIONS, INFORMATION AND OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED BY GRANTOR OR

OTHERWISE MADE AVAILABLE OR DISCLOSED TO GRANTEE ARE PROVIDED TO GRANTEE AS A CONVENIENCE AND SHALL NOT CREATE OR GIVE RISE TO ANY LIABILITY OF OR AGAINST GRANTOR. ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT GRANTEE'S SOLE RISK TO THE MAXIMUM EXTENT PERMITTED BY LAW.

- 5. Effective Date. This Conveyance shall be effective as of the Effective Date, for all purposes of revenue, expenses and production, regardless of the date of execution of this Conveyance by Grantor. Grantor shall receive all proceeds from the sale of hydrocarbons physically produced from or allocable to the Leases, Units and Wells prior to the Effective Date and shall also receive all other revenues and benefits attributable to the Properties accruing or relating to all periods before the Effective Date. Grantee shall receive all proceeds from the sale of hydrocarbons physically produced from or allocable to the Leases, Units and Wells on or after the Effective Date and shall also receive all other revenues and benefits attributable to the Properties accruing or relating to all periods after the Effective Date. After the Effective Date, Grantor will pay only that portion of invoices received that are applicable to work performed or material received in the period prior to the Effective Date; other charges and invoices will be the obligation of Grantee. Similarly, after the Effective Date, Grantee will be obligated to pay only that portion of invoices received that are applicable to work performed or material received in the period subsequent to the Effective Date; other charges and invoices will be the obligation of Grantor.
- 6. <u>Special Warranty.</u> Grantor hereby binds itself and its successors and assigns to warrant and forever defend, all and singular, the Properties unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, subject, however, to the disclaimers set forth in Paragraph 4 above.
- 7. <u>Further Assurances.</u> Grantor agrees to execute and deliver to Grantee, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Grantee the Properties.
- 8. <u>Multiple Counterparts.</u> This Conveyance may be executed in a number of counterparts, each of which for all purposes is to be deemed an original, and all of which constitute collectively, one instrument. It is not necessary that each party hereto execute the same counterpart so long as identical counterparts are executed by each such party hereto. The signature page of each counterpart may be combined by Grantee and attached to one multiple counterpart for recording purposes and such recorded counterpart with signature pages attached shall constitute one and the same Conveyance.
- 9. <u>Binding.</u> The terms, provisions and conditions hereof shall inure to the benefit of, and be binding upon, Grantor and Grantee, their respective successors, and assigns. The covenants and agreements of Grantee shall run with interests conveyed to Grantee herein.

IN WITNESS WHEREOF this Conveyance has been executed on July . 2024, effective for all purposes, as of August 1, 2024.

Grantor:

Prater Oil & Gas Operations, Inc.

By: RMR Prut

Date: 7/12/24

Ron Prater, President

ACKNOWLEDGMENTS

STATE OF KANSAS

§

COUNTY OF PRATT §

The foregoing instrument was acknowledged before me on this 12th day of July, 2024, by Ron Prater, President of Prater Oil & Gas Operations, Inc., on behalf of said company in said capacity.

In Testimony Whereof, I have hereunto set my hand and official seal, this 12th day of July, 2024.

Notary Public-State of KANSAS

, and a second

My Commission Expires:

08/09/2026

GRANTEE:	
Compass Exploration LLC By: 1	
ACKNOWLEDGMENT	5
STATE OF KANSAS §	
COUNTY OF Graham 8	
The foregoing instrument was acknowledged befo Ryan Pfeifer, President of Compass Exploration, on behalf of	
In Testimony Whereof, I have hereunto set my had July, 2024.	and and official seal, this <u>17</u> day of
Michelli G. Rff Notary Public- State of Kansas	NOTARY PUBLIC - State of Kansas MICHELLE A. PFEIFER My Appt. Expires 11 - 13 - 2024

My commission expires:

11-13-2024

EXHIBIT "A"

Leases and Units

DATE:

November 26, 1980

DOCUMENT:

Oil and Gas Lease

LESSOR:

Johnnie McCoy, a single man

LESSEE:

Wilson Rains

RECORDATION:

Book 96, page 511

SECTION:

NE/4 of Section 15, T-10-S, R-24-W, Graham County, KS

DATE:

November 26, 1980

DOCUMENT:

Oil and Gas Lease

LESSOR:

Glen Sproul

LESSEE:

Wilson Rains

RECORDATION:

Book 96, page 513

SECTION:

NW/4 of Section 15,T-10-S, R-24-W, Graham County, KS

EXHIBIT "B"

Wells

Well Number	Well Name	Working Interest	Net Revenue Interest
81037-010	McCoy #1, Graham County, KS	0.1565625000	0.1251718751
81037-020	Glenn Sproul #1, Graham County, KS	0.1565625000	0.1251718751
81037-030	Sproul #3 Salt Water Disposal Well Graham County, KS		0