

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: _____

_____ is acknowledged as
the new operator of the above named lease containing the surface pit
permitted by No.: _____.

Date: _____
Authorized Signature

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, BILL OF SALE AND CONVEYANCE

Martin's Resources, LLC, an Oklahoma limited liability company, whose address is 202929 East County Road 43, Woodward, Oklahoma 73801, (hereinafter called "**Grantor**") for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, AND DELIVER unto Northwest Flats EOR, LLC, an Oklahoma limited liability company, whose address is 401 South Boston, Suite 800, Tulsa, Oklahoma 74103, (hereinafter called "**Grantee**") the Properties (hereinafter defined), effective as of 12:01 am on May 1, 2024 the "Effective Time").

The term "**Properties**" as used herein shall mean:

a) certain undivided interests as set forth in Exhibit "A" of Grantor's right, title and interest, whether present, contingent or reversionary, in and to and only in and to the following described assets:

(i) the oil and/or gas leases, the rights under the pooling orders, and the mineral interests covered thereby as listed on Exhibit "A-1" (the "**Leases**") together with each and every kind and character of right, title, claim, and interest that Grantor has in and to the Leases, the lands covered thereby, or the lands pooled, unitized or communitized therewith (collectively, the "**Lands**"), and the leasehold estates created by the Leases, including all other right, title and interest of Grantor in and to the Leases and the Lands;

(ii) the oil wells, gas wells, temporarily abandoned wells and other wells of every nature and kind as described on Exhibit "A-2" and including but not limited to, all wells that are or are not capable of producing oil, natural gas, or natural gas liquids or capable of saltwater disposal which are located on the Leases or lands pooled therewith or otherwise associated with the Leases (the "**Wells**"), and the pipelines, gathering lines and facilities associated or used in connection with the Wells, including production units, flow lines and compression facilities, and all real property, tangible personal property, equipment, fixtures, improvements, permits, rights-of-way, easements, servitudes and other rights to use the surface or subsurface (including those rights-of-way, surface or subsurface use agreements, surface leases, easements and servitudes described in Exhibit "B") (collectively, the "**ROWS**"), in each case used or held for use in connection with the exploration, development, production, gathering, treatment, handling, processing, storing, transporting, sale or disposal of Hydrocarbons or water produced from or attributable to the Leases, including all equipment installed on the Leases, the Lands or the Wells as of the Effective Time;

(iii) all oil, gas well gas, casinghead gas, condensate, and all components of any of them produced from or allocated to the Leases and/or the Wells and produced after the Effective Time (the "**Hydrocarbons**");

(iv) any and all mineral interests, royalty, overriding royalty, non-participating royalty interests, net profits or other oil or gas interests located in or attributable to the Contract Area, including those described in Exhibit "C" (the "**Royalty Interests**"), including, without limitation, all rights and obligations pertaining to the Royalty Interests under any of the Purchased Contracts;

(v) all of the assignments or arrangements other instruments or agreements that pertain to the Properties and all contractually binding to which the Properties may be subject and which will be binding on the assets described in this Section (a) or Grantee after the Closing, including, without limitation: farm-in and farmout agreements; bottom-hole agreements; hydrocarbon storage agreements; acreage contribution agreements; operating agreements; hydrocarbon balancing agreements; pooling agreements; unitization, pooling and communitization agreements; processing

agreements; saltwater disposal agreements; options; permits; licenses; servitudes, easements; rights-of-way; facilities or equipment leases; oil and gas leases; and other contracts and agreements owned by Grantor, in whole or in part, to the extent that they are used or held for use in connection with the ownership or operation of the assets described in this Section (a) or the production or treatment of the Hydrocarbons on or produced therefrom, or the transportation, sale or disposal of water, the Hydrocarbons, or associated substances therefrom (the "**Purchased Contracts**");

(vi) to the extent transferable without the payment of fees or consideration or other penalties (unless Buyer agrees to pay all such fees, consideration and/or penalties) and except for Excluded Assets, all geological and geophysical data (including all seismic data, as well as reprocessed data), logs, maps and engineering data and reports pertaining to the Wells; and

(vii) all of the personal property, equipment, fixtures, infrastructure, disposal lines, transmission lines, spare parts, spare equipment, tubing, pipe, motors, movable and immovable property and improvements appurtenant to the Wells not otherwise covered herein.

b) copies of all of the land and well files in Grantor's possession, and copies of any other files, records and data directly relating to the assets described in Section (a), to the extent Grantor is not prohibited by any contractual restraints or which are not proprietary or privileged.

TO HAVE AND TO HOLD the Properties unto Grantee, its successors and assigns forever, free and clear of all liens and encumbrances created by, through or under Grantor, but not otherwise

Grantee hereby assumes and agrees to timely and fully pay, perform and otherwise discharge, without recourse to any Grantor or its affiliates, all the liabilities, contingent or otherwise, associated with the Properties prior to, on or after the Effective Time.


This Assignment, Bill of Sale and Conveyance is subject to all terms, covenants and conditions of that certain Purchase and Sale Agreement by and between Grantor and Grantee dated as of May 24, 2024. Notwithstanding any other provision hereof to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect any of the provisions, including, without limitation, any of the representations, warranties, covenants, indemnities, limitations, rights or remedies contained in the Purchase and Sale Agreement, and this Assignment, Bill of Sale and Conveyance is intended solely to effect the transfer of the Properties by Grantor to Grantee as contemplated by the Purchase and Sale Agreement.

This Assignment, Bill of Sale and Conveyance may be executed in several counterparts all of which are identical. All of such counterparts together shall constitute one and the same instrument. Complete copies of this Assignment, Bill of Sale and Conveyance containing the entire Exhibit "A-1", "A-2", "B" and "C" have been retained by Grantor and Grantee.

IN WITNESS WHEREOF, this Assignment, Bill of Sale and Conveyance has been executed and delivered on this ____ day of June, 2024, effective as of the Effective Time.

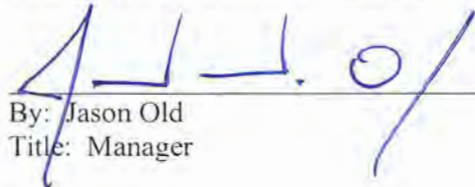
GRANTOR:

MARTIN'S RESOURCES, LLC


By: Jasen Martins
Title: Owner

GRANTEE

NORTHWEST FLATS EOR, LLC


By: Jason Old
Title: Manager

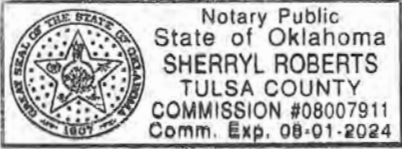
ACKNOWLEDGEMENTS

STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

Acknowledged before me this 28th day of June, 2024, by Jasen Martins, as owner of Martin's Resources, LLC.

My Commission Expires:
8-1-2024



Notary Public



STATE OF OKLAHOMA)
)
COUNTY OF TULSA)

Acknowledged before me this 28th day of June, 2024, by, Jason Old, as Manager of Northwest Flats EOR, LLC

My Commission Expires:
8-1-2024


Notary Public

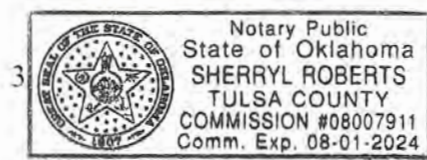


Exhibit A-1

Leases

[attached]

Leases

LESSOR	LESSEE		BOOK	PAGE	COUNTY	STATE	S	T	R	Description
MINNIE F BROWN	EDWIN L COX	7/21/1953	301	26	TEXAS	OKLAHOMA	24	6N	11E	NE/4
E R BUCK & TRESSIE H BUCK	EDWIN L. COX	7/15/1953	301	10	TEXAS	OKLAHOMA	13	6N	11E	E/2
DICK G WILLIAMS ET UX	EDWIN L COX	9/4/1953	301	41	TEXAS	OKLAHOMA	13	6N	11E	NW/4
EDGAR B WILLIAMS ET UX	EDWIN L COX	7/27/1953	301	40	TEXAS	OKLAHOMA	13	6N	11E	SW/4
JOHN E HEATLEY & MARY K HEATLEY	EDWIN L COX	5/21/1957	312	15	TEXAS	OKLAHOMA	24	6N	11E	NW/4
VEDA H HOOPINGARNER	THE CARTER OIL COMPANY	12/7/1955	305	577	TEXAS	OKLAHOMA	24	6N	11E	NW/4 SE/4
RUTH L SWANSON	STATEX PETROLEUM	11/25/1957	312	363	TEXAS	OKLAHOMA	14	6N	11E	NE/4
ESTHER BRODINE	STATEX PETROLEUM	11/25/1957	312	362	TEXAS	OKLAHOMA	14	6N	11E	NE/4
USA OKNM 31416	BASIL W REAGEL	9/1/1977	529	335	TEXAS	OKLAHOMA	12	6N	11E	LOTS 1 and 2
							18	35S	41W	E/2 and NW/4
M F CAVANAUGH ET UX	CITIES SERVICE OIL COMPANY	6/18/1943	10	435	MORTON	KANSAS	19	35S	41W	LOT 1
J E HEINTZ	CITIES SERVICE OIL COMPANY	7/15/1943	11	138	MORTON	KANSAS	19	35S	41W	LOT 2
FRED M BARNES	JOHN C JOHNSON	3/9/1956	19	367	MORTON	KANSAS	18	35S	41W	LOTS 3 and 4, E/2
FEDERAL LAND BANK OF WICHITA	JOHN C JOHNSON	3/9/1956	19	423	MORTON	KANSAS	18	35S	41W	LOTS 3 and 4, E/2 SW/4
							24	35S	42W	LOTS 1 and 2
ROSINA MOTHE	L C SLEEPER	2/4/1954	18	277	MORTON	KANSAS	13	35S	42W	W/2 and SE/4

Exhibit A-2

Wells

[attached]

Martin's Resources - NW Flats Wells

	Current WI/NRI:	93.78/73.03			
	At Close (with 4%) WI/NRI:	93.78/76.96			
API	Well Name	Operator #	Operator Name	Well #	Well Type
1512921954	NORTHWEST FLATS UNIT	35973	Formation Resources Field Services, LLC	1-3A	Injection
1512900170	NORTHWEST FLATS UNIT	35973	Formation Resources Field Services, LLC	2-4	OIL
1512921873	NORTHWEST FLATS UNIT	35973	Formation Resources Field Services, LLC	2-5	OIL
1512921874	NORTHWEST FLATS UNIT	35973	Formation Resources Field Services, LLC	3-3	OIL
1512921879	NORTHWEST FLATS UNIT	35973	Formation Resources Field Services, LLC	3-4	OIL
1512900555	NORTHWEST FLATS UNIT	35973	Formation Resources Field Services, LLC	5 B 1	Injection
1512921087	NORTHWEST FLATS UNIT	35973	Formation Resources Field Services, LLC	5-3	Injection
3513935697	NORTHWEST FLATS UNIT	24757	Martin's Resources, LLC	7-1	Injection
3513935698	NORTHWEST FLATS TR(SWANSON #2)	24757	Martin's Resources, LLC	7-2	Injection
3513935700	NORTHWEST FLATS (SWANSON # 4)	24757	Martin's Resources, LLC	7-4	Injection
3513924510	NORTHWEST FLATS UNIT	24757	Martin's Resources, LLC	7-5	OIL
3513924526	NORTHWEST FLATS UNIT	24757	Martin's Resources, LLC	7-6	OIL
3513924523	NORTHWEST FLATS UNIT	24757	Martin's Resources, LLC	7-7	TM
3513924524	NORTHWEST FLATS UNIT	24757	Martin's Resources, LLC	7-8	OIL
3513924531	NORTHWEST FLATS UNIT	24757	Martin's Resources, LLC	7-9	OIL
3513924530	NORTHWEST FLATS UNIT	24757	Martin's Resources, LLC	7-10	OIL
3513924597	NORTHWEST FLATS UNIT	24757	Martin's Resources, LLC	7-11	OIL
3513935774	NORTHWEST FLATS (WILLIAMS#2)	24757	Martin's Resources, LLC	8-2	OIL
3513935775	NORTHWEST FLATS (WILLIAMS #3)	24757	Martin's Resources, LLC	8-3	OIL
3513935776	NORTHWEST FLATS (WILLIAMS #4)	24757	Martin's Resources, LLC	8-4	OIL
3513935777	NORTHWEST FLATS (WILLIAMS #5)	24757	Martin's Resources, LLC	8-5	OIL
3513930258	NORTHWEST FLATS (WILLIAMS#6)	24757	Martin's Resources, LLC	8-6	OIL
3513922248	NORTHWEST FLATS	24757	Martin's Resources, LLC	8-7	OIL
3513922284	NORTHWEST FLATS TR	24757	Martin's Resources, LLC	8-8	Injection
3513922413	NORTHWEST FLATS UNIT	24757	Martin's Resources, LLC	8-9	OIL
3513922462	NORTHWEST FLATS UNIT	24757	Martin's Resources, LLC	8-10-A	OIL
3513924444	NORTHWEST FLATS UNIT	24757	Martin's Resources, LLC	8-11	OIL
3513935749	NORTHWEST FLATS (BUCK A #1)	24757	Martin's Resources, LLC	9-1	OIL
3513935751	NORTHWEST FLATS (BUCK A #2)	24757	Martin's Resources, LLC	9-2	OIL
3513935753	NORTHWEST FLATS	24757	Martin's Resources, LLC	9-3	Injection
3513935755	NORTHWEST FLATS (BUCK A#4)	24757	Martin's Resources, LLC	9-4	OIL
3513922010	NORTHWEST FLATS TR.	24757	Martin's Resources, LLC	9-7	Injection
3513921927	NORTHWEST FLATS UNIT	24757	Martin's Resources, LLC	9-8	TM
3513922220	NORTHWEST FLATS UNIT	24757	Martin's Resources, LLC	9-10	Injection
3513922316	NORTHWEST FLATS TR.	24757	Martin's Resources, LLC	9-11	Injection
3513922445	NORTHWEST FLATS UNIT	24757	Martin's Resources, LLC	9-13	OIL
3513924502	NORTHWEST FLATS	24757	Martin's Resources, LLC	9-14	Injection
3513924503	NORTHWEST FLATS	24757	Martin's Resources, LLC	9-15	Injection
3513924504	NORTHWEST FLATS	24757	Martin's Resources, LLC	9-16	TM
3513935694	NORTHWEST FLATS (Hanson 1)	24757	Martin's Resources, LLC	10-1	OIL
3513936011	NORTHWEST FLATS UNIT	24757	Martin's Resources, LLC	11-1	WSW
3513924443	NORTHWEST FLATS UNIT	24757	Martin's Resources, LLC	11-3	OIL
3513924511	NORTHWEST FLATS UNIT	24757	Martin's Resources, LLC	11-4	OIL
3513924525	NORTHWEST FLATS UNIT	24757	Martin's Resources, LLC	11-5	Injection
3513930062	NORTHWEST FLATS (HEATLEY A1)	24757	Martin's Resources, LLC	12-1	OIL
3513930170	NORTHWEST FLATS TR(ELWELL #1)	24757	Martin's Resources, LLC	13-1	OIL
3513920877	NORTHWEST FLATS TR(ELWELL #2)	24757	Martin's Resources, LLC	13-2	OIL
3513922100	NORTHWEST FLATS UNIT	24757	Martin's Resources, LLC	13-3	OIL
3513922429	NORTHWEST FLATS UNIT	24757	Martin's Resources, LLC	13-4	OIL
3513920885	NORTHWEST FLATS TR(HOOPINGARNER #1)	24757	Martin's Resources, LLC	14-1	OIL

Exhibit B

ROWs

Exhibit C

Royalty Interests

CONTRACT OPERATING AGREEMENT

THIS CONTRACT OPERATING AGREEMENT (this “**Contract Operating Agreement**” or this “**Agreement**”) is entered into on the 28th day of June, 2024 to be effective as of the 1st day of June, 2024 (“**Effective Date**”), by and between **Northwest Flats EOR, LLC**, an Oklahoma limited liability company (“**Customer**”), Party of the First Part for which the Services are to be performed, and **H2Ox Operating, LLC**, an Oklahoma limited liability company (“**Operator**”), Party of the Second Part performing the Services for the Party of the First Part, with Customer and Operator sometimes herein being referred to together as the “**Parties**” and individually as a “**Party.**”

WHEREAS, Customer is an owner and the operator of various oil, gas and mineral leases and wells located within certain lands situated in Texas County, Oklahoma and Morton County, Kansas (the “**Lands**”), all as more fully defined in Paragraph 1 below (the “**O&G Properties**”) and intends to develop and rework said O&G Properties;

WHEREAS, Customer has certain leasehold contractual and other obligations with respect to the O&G Properties (individually or collectively, “**Contractual Obligations**”) under various contracts and agreements, including joint operating agreements and governmental orders of the Oklahoma Corporation Commission and Kansas Corporation Commission (individually or collectively, “**Applicable Contracts**”); and

WHEREAS, Customer and Operator desire that Operator shall perform certain Operating Services (as defined in Paragraph 2 below) for any wells currently producing and now operated or to be operated by Customer on the O&G Properties (“**Operated Properties**”) as well as for any wells hereafter drilled by Operator on behalf of Customer on the O&G Properties from the Effective Date for the duration of the Term (including any extension thereof), in each case in the manner and to the extent that such Operating Services are (i) appropriate for the safe, efficient, and productive operation of the business of Customer; (ii) consistent with best industry practices; (iii) in accordance with applicable Federal and State laws; (iv) consistent with being a reasonable prudent operator as such term is commonly used in the oil and gas industry; and (v) in accordance with the terms and conditions of this Contract Operating Agreement (all of which standards enumerated in (i), (ii), (iii), (iv), and (v) above shall be individually or collectively, as applicable, referred to herein as “**Applicable Operating Standards**”).

NOW, THEREFORE, for and in consideration of the mutual covenants herein, the Parties stipulate and agree as follows:

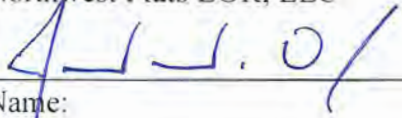
1. **DEFINITIONS.** Unless otherwise defined in this Contract Operating Agreement, capitalized terms used herein have the meanings given to such terms below.

- (a) The term “**AFE**” shall mean Authorization for Expenditure.
- (b) The term “**Claims**” shall mean all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation, attorneys’ fees and costs of

The Parties have caused their duly authorized representatives to execute this Agreement as of the day and year first set forth above.

CUSTOMER:

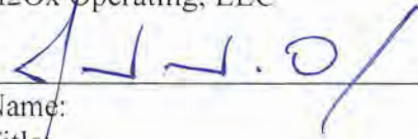
Northwest Flats EOR, LLC



Name:
Title:

OPERATOR:

H2Ox Operating, LLC



Name:
Title: