KOLAR Document ID: 1791035

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:	iomittea with this form.
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	SecTwp R E
feet from DE / 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.	
Surface Pit Permit No.: (API No. if Drill Pit, WO or Haul) Type of Pit: Emergency Burn Settling	feet from N / S Line of Section feet from E / W Line of Section Haul-Off Workover Drilling
Past Operator's License No.	Contact Person:
Past Operator's Name & Address:	
· -	
Title	
Title:	Signature:
New Operator's License No.	Contact Person:
New Operator's Name & Address:	Phone:
	Oil / Gas Purchaser:
New Operator's Email:	
Title:	
Acknowledgment of Transfer: The above request for transfer of inject noted, approved and duly recorded in the records of the Kansas Corporat Commission records only and does not convey any ownership interest in	tion Commission. This acknowledgment of transfer pertains to Kansas Corporation
is acknowledged a	as is acknowledged as
the new operator and may continue to inject fluids as authorized \boldsymbol{t}	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

KOLAR Document ID: 1791035

Side Two

Must Be Filed For All Wells

KDOR Lease No).i		_		
* Lease Name: _			* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Sec (i.e. FSL = Feet from		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle: 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 _		
			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: 1791035

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 #	Well Location:
Name:	
Address 1:	·
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 helow:
Phone: () Fax: ()	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
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:	
City: State: Zip:+	
are preliminary non-binding estimates. The locations may be entered as Select one of the following:	ered 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 la Form C-1, Form CB-1, Form T-1, or Form CP-1 that I a C-1 or Form CB-1, the plat(s) required by this form; and 3	Notice Act (see Chapter 55 of the Kansas Statutes Annotated), I have and 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. er(s). I acknowledge that, because I have not provided this information, surface owner(s). To mitigate the additional cost of the KCC performing
this task, I acknowledge that I must provide the name ar and that I am being charged a \$30.00 handling fee, paya	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 had form and the associated Form C-1, Form CB-1, Form T-1, or Form	andling fee with this form. If the fee is not received with this form, the KSONA-1 cm CP-1 will be returned.
I hereby certify that the statements made herein are true and cor	rrect to the best of my knowledge and belief.
Date: Signature of Operator or Agent:	Title:

ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS

COUNTY OF ROOKS

THIS ASSIGNMENT AND BILL OF SALE (the "Assignment"), dated effective as of 12:00 a.m. on the 1st day of August, 2024, (the "Effective Time") is from Nadel and Gussman Operating Company, LLC, and Oklahoma limited liability company, whose mailing address is 15 East 5th Street, Suite 3300, Tulsa, Oklahoma 74103, (hereinafter referred to as "Assignor") to Patterson Energy, LLC, a Kansas limited liability company, whose mailing address is P.O. Box 400, Hays, KS 67601, (hereinafter referred to as "Assignee").

Assignor owns certain oil, gas and mineral leases, wells and other assets located in Rooks County, Kansas; and WHEREAS,

WHEREAS, Assignor desires to convey to Assignee all of Assignor's interest in and to said oil, gas and mineral leases, wells and other assets upon the terms and conditions set forth herein and subject to that certain Purchase and Sale Agreement dated June 20, 2024 by and between Assignor and Assignee (as may be amended from time to time, the "PSA"). NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows: For ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of purposes as of the Effective Time, LESS and EXCEPT the Retained Interests (defined hereinbelow), all of Assignor's right, title and interest in and to the following (individually a "<u>Property</u>" and collectively the "<u>Properties</u>"): CONVEY, SET OVER, ASSIGN AND DELIVER to Assignee, its successors and assigns, effective for all ŜELL, which are hereby acknowledged, ASSIGNOR does hereby GRANT, BARGAIN,

- (i) all of Assignor's right, title and interest in the oil, gas and mineral leases (including all leasehold estates created thereby) described in <u>Exhibit A-1</u> attached hereto, (individually a "<u>Lease</u>" and collectively, the "<u>Leases</u>"), insofar as the Leases cover and relate to the land and subject to the limitations and reservations (if any) described in Exhibit A-1 and covered by the Leases (the "Lands") and (ii) corresponding interests in and to all the property and rights incident thereto, including all rights in any pooled or unitized acreage by virtue of the Lands being a part thereof, all production from the pool or unit allocated to any such Lands, and all nterests in any wells within the pool or unit associated with the Lands; (a)
- (i) all of Assignor's right, title and interest in all wells, (whether producing or non-producing) located on the Leases or Lands, including but not limited to those wells described on Exhibit A-2, and (ii) corresponding interests in Assignor's interest in all equipment and facilities used lines, transportation lines (including long lines and laterals), valves, meters, separators, tanks, tank batteries, and other fixtures (the wells and all their equipment and facilities being collectively referred to herein as the "Wells"); in connection with the wells, including, but not limited to pumps, well equipment (surface and compressor stations, dehydration facilities, treating facilities, pipeline gathering lines, flow lines and facilities, compressors, subsurface), saltwater disposal and/or injection wells, (p)
- or allocated to the Wells with respect to all periods of production subsequent to the Effective all of Assignor's right, title and interest in all oil, gas, and other hydrocarbons produced from Fime and all proceeds therefrom; and 3
- to the extent transferable, all of Assignor's right, title and interest in all the files and records directly pertaining to the Leases, Lands and Wells (the "Records"), which Records shall include, without limitation, all contracts and contractual rights, easements, rights of way, obligations, and interests, including all farmout and farmin agreements, operating agreements, production sales and purchase contracts, saltwater disposal agreements, surface leases, surface use agreements, division and transfer orders, geological files, daily drilling reports, well logs and other contracts or agreements covering or affecting any or all of the other Properties described herein (collectively, the "Contracts"). **E**

Notwithstanding anything to the contrary contained herein, Assignor expressly reserves and excepts from this Assignment all of its right, title and interest in and to the mineral and/or royalty interests associated with the "Gish" Lease and Wells, including those interests in the E/2 and S/2 SW/4 of Section 6-T10S- R19W, Rooks County, Kansas, which were acquired by Assignor in the mineral Deed dated march 2, 2010, recorded in Book 406, Page 192, Rooks County, Kansas (the "Retained Interests")

Time, and to any easements, rights-of-way, salt water disposal agreements and any other surface leases and contracts associated with the Properties that appear of record as of the Effective Time. Assignment made hereunder shall be made subject to the proportionate part of all valid and existing royalty and overriding royalty burdens, including those that appear of record as of the Effective **This**

Subject to the terms of the PSA, Assignee assumes and hereby agrees to pay, perform, fulfill, and discharge all Buyer Assumed Liabilities as such term is defined in the PSA (which includes but is not limited to the plugging, re-plugging and/or abandonment of Wells or the restoration and/or reclamation of the surface and other obligations relating to such Wells).

WARRANTY WHATSOEVER—EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE—REGARDING THE PROPERTIES "ASIGNEE SHALL TAKE THE PROPERTIES "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS". WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCES, ASSIGNOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO: (i) THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTIES (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, OR THE PRESENCE OR ABSENCE OF ANY IT IS THE EXPLICIT INTENT AND UNDERSTANDING OF ASSIGNOR AND ASSIGNOR THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF ASSIGNOR THIS ASSIGNMENT OR THE PSA, ASSIGNOR IS NOT MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER—EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE— PROPERTIES), (ii) THE PROPERTIES' PAST, PRESENT OR FUTURE COMPLIANCE WITH ENVIRONMENTAL LAW, OR (iii) ANY INFRINGEMENT BY ASSIGNOR OR ANY OF ITS AFFILIATES OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY, IT HAZARDOUS MATERIALS IN OR ON, OR DISPOSED OF OR DISCHARGED FROM, THE BEING THE INTENTION OF ASSIGNOR AND ASIGNEE THAT THE PROPERTIES SHALL BE ACCEPTED BY ASIGNEE IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

DATA OR INTERPRETATION, RELATING TO THE PROPERTIES; (iii) THE QUANTITY, QUALITY, OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE PROPERTIES; (iv) ANY ESTIMATES OF THE VALUE OF THE PROPERTIES OR FUTURE REVENUES GENERATED BY THE PROPERTIES; (v) THE PRODUCTION OF HYDROCARBONS FROM THE PROPERTIES; (vi) THE MAINTENANCE, REPAIR, CONDITION, QUALITY, SUITABILITY, DESIGN, OR MARKETABILITY OF THE PROPERTIES, INCLUDING BUT NOT LIMITED TO THEIR COMPLIANCE WITH ENVIRONMENTAL LAWS OR OTHER LAWS, RULES, OR REGULATIONS; (vii) THE CONTENT, CHARACTER, OR NATURE OF ANY REPORTS, BROCHURES, CHARTS, OR STATEMENTS PREPARED BY THIRD PARTIES; AND (viii) THE ACURACY, COMPLETENESS, PRESCENSE OR ABSENCE OF THE RECORDS, THE CONTRACTS, OR ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO ASIGNEE OR ITS AFFILIATES, OR ITS EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES, OR OR OTHERWISE—AS TO: (i) TITLE TO ANY OF THE PROPERTIES; (ii) THE CHARACTER, OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL, OR SEISMIC EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY—EXPRESS, IMPLIED, THE PSA, OR ASSIGNMENT ADVISORS IN CONNECTION WITH THIS ASSIGNMENT. THIS FORTH IN STATUTORY, OR OTHERWISE-SET AS EXCEPT

Assignee shall pay all sales, transfer, use or similar taxes occasioned by the sale or transfer of the Properties and all documentary, transfer, filing, licensing, and recording fees required in connection with the processing, filing, licensing or recording of any assignments, titles or bills of sale. This Assignment is delivered pursuant to the PSA, and nothing in this Assignment shall operate to limit, release, or impair any of Assignor's or Assignee's respective rights, obligations, remedies, or indemnities in the PSA. Capitalized terms used in this Assignment shall have the meanings prescribed in this Assignment where such capitalized terms are defined; provided, however, that capitalized terms used in this Assignment and not otherwise defined shall have the meanings given to such terms in the PSA. Each defined term shall be equally applicable both to the singular and the plural forms of the term so defined. To the extent the terms and provisions of this Assignment are in conflict, or inconsistent, with the terms and provisions of the PSA, the terms and provisions of the PSA shall control. This Assignment is made, executed and delivered without any covenant or warranty of title, either express, implied, statutory or otherwise, except that Assignor specially warrants merchantable title to such Properties unto Assignee, and their respective successors and assigns, from and against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under such Assignor, but not otherwise.

in order to accomplish more effectively the purposes of the transactions contemplated by this Assignment. Assignor and Assignee shall execute any and all state, federal or agency form assignments necessary to for Assignor to convey the Properties to Assignee as contemplated herein. From time to time after the Effective Time, Assignor and Assignee shall each execute, acknowledge and deliver to the other such further instruments and take such other action as may be reasonably requested

The Exhibits to this Assignment are hereby incorporated by reference and constitute a part of this Assignment. The provisions hereof shall be covenants running with the lands and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

This instrument may be signed in counterpart copies, each to be considered an original.

TO HAVE AND TO HOLD the Properties together with all and singular rights, privileges, contracts and appurtenances, in any way appertaining or belonging thereto, unto Assignee, its successors and assigns, forever, subject to the matters set forth herein.

{SIGNATURE PAGE FOLLOWS}

Executed August 1, 2024, but effective for all purposes as of the Effective Time.

ASSIGNOR:

C	
L	
any,	
duo	
C	
rating	
Ope	
Gussman	
and	
Nadel	

By: Nadel and Gussman Management, LLC Its Manager.

By: Stephen J. Heyman, Manager

ASSIGNEE:

Patterson Energy, LLC

By: Zach Patterson, Managing Member

ACKNOWLEDGMENTS

This instrument was acknowledged before me on August 1, 2024, by Stephen J. Heyman, as Manager of Nadel and Gussman Management, LLC, the Manager of Nadel and Gussman Operating Company, LLC.



Notary Public in and for the State of

Exhibit "A-1"

Attached to and made a part of that certain Assignment and Bill of Sale dated effective August 1, 2024 by and between Nadel and Gussman Operating Company, LLC, as Assignor, and Patterson Energy, LLC, as

Leases and Lands

All in Rooks County, Kansas:

Hinkhouse Leases:

ಡ Frank Hinkhouse and Matilda Hinkhouse, his wife; Florence Hinkhouse, Lessors:

Nadel & Gussman October 18, 1947 Lessee:

Book 26, Page 154 Recorded:

S/2 of Section 27-9S-20W, less ten (10) acres in Legal Description:

the NW corner

Florence Hinkhouse, Administratrix of the Estate of Milan Lessors:

Hinkhouse, deceased

Nadel & Gussman essee:

Book 26, Page 345 March 9, 1948 Recorded:

S/2 of Section 27-9S-20W, less ten (10) acres in the NE corner Legal Description:

Gish Leases:

Lessors:

Martha M. Gish, a widow; Ina M. Gish, a single person; Irena M. Miller and Elgie R. Miller, her husband; Ruby Gish Jemson and W.D. Jemson, her husband; Ira M. Gish and Louise Marie Gish, his wife; Alva Edwin Gish and Zenda A. Gish, his wife; Flossie Marie Emery and Owen Clifton

Emery, her husband; Rolla E. Gish and Marjorie Graham Gish, his wife; Marion F. Rhynard, a widower; Frank Rhynard a/k/a Samuel Francis Rhynard and Jean Rhynard, his wife; Betty Nadine Rhynard, a single person; Ruby Gish Jemson, as Guardian of the Estate of Robert Rhynard, a

Nadel & Gussman essee:

Book 21, Page 477 July 5, 1948 Recorded: Date:

E/2 and S/2 SW/4 of Section 6-10S-19W Legal Description:

Stithem Leases:

Omer Stithem and Edna Stithem, his wife Lessors:

ಡ I. Nadel and Herbert Gussman d/b/a Nadel and Gussman, Lessee:

partnership

Date:

Recorded:

June 3, 1949 Book 27, Page 92 N/2 SW/4 of Section 14-10S-20W Legal Description: Omer Stithem and Edna Stithem, his wife Lessors:

I. Nadel and Herbert Gussman d/b/a Nadel and Gussman, a

partnership

Recorded:

June 3, 1949 Book 27, Page 94 NE/4 of Section 14-10S-20W Legal Description: Omer Stithem and Edna Stithem, his wife I. Nadel and Herbert Gussman d/b/a Nadel and Gussman, a Lessors:

Lessee:

partnership

Recorded: Date:

June 3, 1949 Book 27, Page 96 NW/4 of Section 14-10S-20W Legal Description:

Omer Stithem and Edna Stithem, his wife Lessors:

I. Nadel and Herbert Gussman d/b/a Nadel and Gussman, a Lessee:

partnership Date:

Recorded:

March 1, 1951 Book 31, Page 232 NE/4 and N/2 SW/4 of Section 14-10S-20W Legal Description:

Eliza Leases:

Earl Sutor and Eliza Sutor, his wife Nadel and Gussman October 3, 1944 Book 23, Page 96 Lessors:

Lessee:

Recorded: Date:

Insofar as it pertains to the N/2 SE/4 of Section 14-10S-20W Legal Description:

I.O. Miller, a single man Lessors:

I. Nadel and Herbert Gussman d/b/a Nadel and Gussman, a

partnership

Recorded:

March 3, 1949 Book 27, Page 81 N/2 SE/4 of Section 14-10S-20W Legal Description:

End of Exhibit A-1

Exhibit "A-2"
Attached to and made a part of that certain Assignment and Bill of Sale dated effective August 1, 2024 by and between Nadel and Gussman Operating Company, LLC, as Assignor, and Patterson Energy, LLC, as Assignee.

Wells

All in Rooks County, Kansas:

15-163-02114 E 15-163-01896 G 15-163-01743 H 15-163-01752 H 15-163-01749 H 15-163-01746 H	ELIZA GISH GISH HINKHOLISE			00	
	SISH GISH HINKHOLISE	ELIZA 3	14	COT	20W
	SISH	GISH 3	9	10S	19W
	HINKHOUSE	GISH 9	9	108	19W
	III AIV I COOL	HINKHOUSE 11	27	98	20W
	HINKHOUSE	HINKHOUSE 22	27	98	20W
	HINKHOUSE	HINKHOUSE 18	27	9S	20W
	HINKHOUSE	HINKHOUSE 14	27	98	20W
15-163-01750	HINKHOUSE	HINKHOUSE 20	27	98	20W
15-163-21043	HINKHOUSE	HINKHOUSE 24	27	98	20W
15-163-01747	HINKHOUSE	HINKHOUSE 15	27	98	20W
15-163-01736 H	HINKHOUSE	HINKHOUSE 4	27	98	20W
15-163-01751 H	HINKHOUSE	HINKHOUSE 21	27	98	20W
15-163-19036-0001	HINKHOUSE	HINKHOUSE 16 RE	27	98	20W
15-163-01733-0001	HINKHOUSE	HINKHOUSE 1 RE-ENTRY	27	98	20W
15-163-01737-0001	HINKHOUSE	HINKHOUSE 5 RE-ENTRY	27	98	20W
15-163-01739 H	HINKHOUSE	HINKHOUSE 7	27	S6	20W
15-163-01735 H	HINKHOUSE	HINKHOUSE 3	27	98	20W
15-163-01741-0001	HINKHOUSE	HINKHOUSE 9	27	98	20W
15-163-00655-0001	HINKHOUSE	HINKHOUSE 19	27	98	20W
15-163-02151	STITHEM	STITHEM 13	14	10S	20W
15-163-02150-0001 S	STITHEM	STITHEM 12	14	108	20W
15-163-02158 S	STITHEM	STITHEM 21	14	108	20W
15-163-19441-0001 S	STITHEM	STITHEM 16	14	108	20W
15-163-02153 S	STITHEM	STITHEM 15	14	10S	20W
15-163-02147 S	STITHEM	STITHEM 9	14	108	20W

End of Exhibit A-2