KOLAR Document ID: 1801144

# 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	).: <u> </u>		_				
* 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)		
		<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 _				
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		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.

<sup>\*</sup> 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: 1801144

#### 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) CE	<b>3-1</b> (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)				
OPERATOR: License #					
Address 1:					
Address 2:					
City: State: Zip:+					
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:	accepts, and in the real extete property toy records of the accepts traceurer				
City:	_				
the KCC with a plat showing the predicted locations of lease roads,	athodic Protection Borehole Intent), you must supply the surface owners and tank batteries, pipelines, and electrical lines. The locations shown on the plated on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.				
☐ I certify that, pursuant to the Kansas Surface Owner No provided the following to the surface owner(s) of the land Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am	otice Act (see Chapter 55 of the Kansas Statutes Annotated), I have d upon which the subject well is or will be located: 1) a copy of the filing in connection with this form; 2) if the form being filed is a Form my operator name, address, phone number, fax, and email address.				
the KCC will be required to send this information to the sur	s). I acknowledge that, because I have not provided this information, rface owner(s). To mitigate the additional cost of the KCC performing address of the surface owner by filling out the top section of this form e to the KCC, which is enclosed with this form.				
If choosing the second option, submit payment of the \$30.00 hand form and the associated Form C-1, Form CB-1, Form T-1, or Form	lling fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.				
I hereby certify that the statements made herein are true and correct	ct to the best of my knowledge and belief.				
Date: Signature of Operator or Agent:	Title:				

# NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#### ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (the "Assignment"), dated effective as of 12:00 a.m., local time, on November 1, 2024 (the "Effective Time"), is from NEW HORIZON RESOURCES LLC, whose address is 1616 S Voss Road, Ste. 750, Houston, Texas 77057 (the "Assignor"), to FLATLANDER ENERGY, LLC, whose address is PO Box 784, Blackwell, Oklahoma 74631 (the "Assignee").

# PART I GRANTING AND HABENDUM CLAUSES

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor has transferred, bargained, conveyed, and assigned, and does hereby transfer, bargain, convey and assign to Assignee, effective for all purposes as of the Effective Time, all of the right, title and interest of Assignor in and to the following properties and assets (such properties and assets being hereinafter called the "Assets"):

- a. All right, title, and interest of the Assignor in and to the oil and gas leases; oil, gas and mineral leases; subleases, and other leaseholds; carried interests; farmout rights; options; and other properties and interests described on Exhibit "A" (collectively, the "Leases"), together with each and every kind and character of right, title, claim, and interest that Assignor has in and to the Leases or pooled, unitized, communitized, or consolidated therewith (collectively, the "Lands");
- **b.** All right, title, and interest of Assignor in and to oil, gas, water or injection wells located on the Lands, whether producing, shut-in, or temporarily abandoned, including the interests in the wells shown on Exhibit "A-1" attached hereto (the **"Wells"**);
- c. All leasehold interest of Assignor in or to any pools or units that include any Lands or all or a part of any Leases or include any Wells, (the "Units"; with the Leases, Lands, Wells, and Units to be referred to collectively herein as the "Properties"), and including all leasehold interest of Assignor in production from any such Unit, whether such Unit production comes from Wells located on or off of a Lease, and all tenements, hereditaments, and appurtenances belonging to the Leases and Units;
- d. All of Assignor's interest in, to, and under, or derived from all contracts, agreements, and instruments by which the Properties are bound, or that relate to or are otherwise applicable to the Properties, to the extent applicable to the Properties rather than Assignor's other properties, including, but not limited to, operating agreements, unitization, pooling, and communitization agreements, declarations and orders, joint venture agreements, farmin and farmout agreements, water rights agreements, exploration agreements, participation agreements, exchange agreements, transportation or gathering agreements, agreements for the sale and purchase of oil, gas, casinghead gas, or processing agreements, to the extent applicable to the Properties, or the production of oil and gas and other minerals and products produced in association therewith from the Properties (collectively, the "Contracts"), but excluding any contracts, agreements, and instruments to the extent transfer is restricted by third-party agreement or applicable law and the necessary consents to transfer are not obtained;
- d. All right, title, and interest of Assignor in or to all easements, permits, licenses, servitudes, rights-of-way, surface leases, and other surface rights (the "Surface Contracts") appurtenant to, and used or held for use primarily in connection with the Properties, excluding any permits and other appurtenances to the extent transfer is restricted by third-party agreement or applicable law and the necessary consents to

transfer are not obtained;

- e. All right, title, and interest of Assignor in all equipment, machinery, fixtures, and other tangible personal property, and improvements located on the Properties or used or held for use primarily in connection with the operation of the Properties, including any wells, tanks, boilers, buildings, fixtures, injection facilities, saltwater disposal facilities, compression facilities, pumping units and engines, flow lines, pipelines, gathering systems, gas and oil treating facilities, machinery, power lines, telephone and telegraph lines, roads, and other appurtenances, improvements, and facilities, but excluding (i) vehicles, and (ii) any computers and related peripheral equipment.
- f. All right, title, and interest of Assignor in and to oil, gas, condensate, and other minerals produced from, or attributable to the Leases, Lands, and Wells from and after the Effective Time, and all oil, gas, condensate, and imbalances with co-owners and/or pipelines and all make-up rights with respect to take-or-pay payments; and
- and oil sales contract files; gas processing files; division order files; abstracts; title opinions; land surveys; non-confidential logs; maps; engineering data and reports; reserve studies and evaluations; and files and all other books, records, data, files, maps, and accounting records related primarily to the Assets, or used or held for use primarily in connection with the maintenance or operation thereof, but excluding: (i) any books, records, data, files, maps, and accounting records to the extent disclosure or transfer is restricted by third-party agreement or applicable law and the necessary consents to transfer are not obtained; (ii) computer software; (iii) work product of Assignor's legal counsel (other than title opinions); and (iv) records relating to the negotiation and consummation of the sale of the Assets (subject to such exclusions, the "Records"); provided, however, that Assignor may retain the originals of such files and records as Assignor has determined may be required for litigation, tax issues, accounting, and auditing purposes, and provide Assignee with copies thereof.
- h. The purchase and sale of the Assets shall be effective as of the Effective Time. Assignee shall be entitled to any amount realized from and accruing to the Assets from and after the Effective Time and shall be responsible for all expenses for development and operation of the Assets from and after the Effective Time. Assignor shall be entitled to all amounts realized from and accruing to the Assets prior to the Effective Time (excluding hydrocarbons in storage at the Effective Time and credited to Seller at closing) and shall be responsible for and hold Assignee harmless from any liability arising out of all expenses for the development and operation of the Assets prior to the Effective Time. Assignee, at its sole cost, risk and expense will assume all obligations to properly plug and abandon all wells listed on Exhibit "A-1", in accordance with the Kansas Office of Conservation and Development specifications or any other governmental agency with authority over such procedures and agrees to defend, indemnify and hold Assignor, its officers, directors, agents and/or employees harmless from any and all claims. Assignee, also hereby agrees and accepts any and all responsibility and liability related to any and all environmental conditions related to the property, wells and fixtures as related to the well listed on Exhibit "A-1" and agrees to defend, indemnify and hold Assignor, its officers, directors, agents and/or employees harmless from any and all claims.

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

#### PART II MISCELLANEOUS

- A. Disclaimer of Warranty; Subrogation. Assignor represents and warrants (i) that Assignor has good right and authority to sell and assign its interests in the Assets; (ii) the Assets shall be delivered free and clear of any liens and encumbrances arising by, through Assignor, but not otherwise; (iii) there are no lawsuits pending or to Assignor's knowledge threatened against Assignor or the Assets in respect of Assignor's ownership and operation of the Assets; and (iv) that, prior to the delivery hereof, it has not transferred, conveyed or assigned any portion of the Assets. Except for the warranty set forth in the preceding sentence, assignments and conveyances made by this Assignment are made without warranty, express, implied, or statutory, and without recourse, even as to the return of the purchase price or other consideration, but with full substitution and subrogation of Assignee, and all persons claiming by, through and under Assignee, to the extent assignable, in and to all covenants and warranties of Assignor's predecessors in title and with full subrogation of all rights accruing under the applicable statutes of limitation or prescription under the laws of the state where the assets are located and all rights of actions of warranty against all former owners of the Assets.
- **B.** Further Disclaimers. Assignor and Assignee agree that, to the extent required by applicable law to be operative, the disclaimers of certain warranties contained in this paragraph are "conspicuous" disclaimers for the purposes of any applicable law, rule or order. Any tangible personal property or equipment is assigned to Assignee without recourse (even as to the return of the purchase price or other consideration), covenant or warranty of any kind, express, implied or statutory. WITHOUT LIMITING THE EXPRESS PROVISIONS HEREOF, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, ASSIGNEE SPECIFICALLY AGREES THAT ASSIGNOR IS CONVEYING THE EQUIPMENT AND RECORDS (I) ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS AND THAT ASSIGNEE HEREBY ASSUMES ALL LIABILITY ARISING OUT OF ITS USE, OWNERSHIP OR RELIANCE UPON ANY SUCH EQUIPMENT OR RECORDS AND SHALL INDEMNIFY, DEFEND AND HOLD ASSIGNOR HARMLESS FROM AND AGAINST SAME; (II) WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS, IMPLIED AT COMMON LAW, BY STATUTE OR OTHERWISE, ALL OF **ASSIGNOR HEREBY** DISCLAIMS, RELATING WHICH TITLE. TRANSFERABILITY, **FITNESS FOR ANY PARTICULAR** PURPOSE, MERCHANTABILITY, ACCURACY, COMPLETENESS, DESIGN OR QUALITY, **CONDITIONS COMPLIANCE** WITH **SPECIFICATIONS** OR REGARDING OPERATION. **FREEDOM FROM** PATENT, TRADEMARK  $\mathbf{OR}$ INTELLECTUAL PROPERTY RIGHT INFRINGEMENT OR MISAPPROPRIATION, ABSENCE OF LATENT DEFECTS, OR ANY OTHER MATTER WHATSOEVER. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED BY ASSIGNEE AND ASSIGNOR AFTER DUE CONSIDERATION AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY REPRESENTATIONS OR WARRANTIES OF ASSIGNOR, EITHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE EQUIPMENT OR RECORDS THAT MAY ARISE PURSUANT TO ANY LAW NOW OR HEREAFTER IN EFFECT OR OTHERWISE, EXCEPT AS EXPRESSLY SET FORTH HEREIN.
  - **C. Further Assurances.** The parties agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Assignment. Assignor agrees to execute, acknowledge and deliver to Assignee all such other 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 convey and assign to Assignee the Assets conveyed hereby or intended so to be conveyed.
  - **D.** <u>Successors and Assigns</u>. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
  - **E.** Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Texas, without regard to any conflicts of law rule that would direct application of the laws of another jurisdiction, except to the extent that it is mandatory that the law of some other jurisdiction, wherein the Assets are located, shall apply.
  - **F.** Exhibits. All exhibits attached hereto are hereby made a part hereof and incorporated herein by this reference. References in such exhibits to instruments on file in the public

records are made for all purposes. Unless provided otherwise, all recording references in such exhibits are to the appropriate records of the counties in which the Assets are located.

- **G.** <u>Captions.</u> The captions in this Assignment are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Assignment.
- **H.** <u>Counterparts.</u> This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**EXECUTED** as of the dates of the acknowledgments below, to be effective for all purposes as of the Effective Time: November  $1^{st}$ , 2024.

#### **ASSIGNOR:**

## NEW HORIZON RESOURCES LLC

Signature: Tya Smitt

Name: Ryan Smith

Title: President and CEO

#### **CORPORATE ACKNOWLEDGMENT**

STATE OF TEXAS

**COUNTY OF HARRIS** 

§ §

BEFORE ME, the undersigned authority, on this \_\_3/\_day of October, 2024, personally appeared Ryan Smith, President and CEO of **NEW HORIZON RESOURCES LLC**, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and, in the capacity, therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND OFFICAL SEAL OF OFFICE on this 31th day October, 2024.

My Commission Expires: 3/4/2025

KATER:NA HUBACKOVA Notary Public, State of Texas Comm. Expires 03-04-2025 Notary ID 132956167 Notary Public in and for the State of Texas

#### FLATLANDER ENERGY, LLC

Signature:

Name: Ross Coff

Title: OWNER PRESIDENT

### CORPORATE ACKNOWLEDGMENT

	STATE OF OKLAHOMA § COUNTY OF KAY §
	BEFORE ME, the undersigned authority, on this day of October, 2024, personally appeared as a supply supply of FLATLANDER ENERGY, LLC, known to me to be the person and officer whose name is subscribed
	to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and, in the capacity, therein stated as the act and deed of said corporation.
Contract Con	GIVEN UNDER MY HAND AND OFFICAL SEAL OF OFFICE on this 31 day October, 2024.  My Commission Expires: 4-7-2025  My Commission Expires: 4-7-2025
Oy.	Notary Public in and for the State of Oklahoma

## **EXHIBIT A**

#### **LEASES**

Pratt County, Kansas

Attached to and made a part of that certain Assignment and Bill of Sale dated effective November 1, 2024, by and between **New Horizon Resources LLC** as Assignor and **Flatlander Energy, LLC** as Assignee.

Lessor	Lessee	Sec	Twn	Rng	<b>Legal Description</b>	<b>Lease Date</b>	Book	Page
Gregory E. Meireis and Terry L. Meireis, Husband and Wife	Wildcat Resources, Inc.	16	26S	11W	NE4 16-26S-11W	2/7/2017	461	183
Carter Barker Equipment Company, Inc.	Wildcat Resources, Inc.	34	27S	12W	SW4 34-27S-12W	2/2/2017	460	286
Janice Chapman	Wildcat Resources, Inc.	3	28S	12W	NE4 less tracts 3-28S-12W	2/12/2019	483	126
The Peoples Bank, Trustee, William E. Moore, Jr. SEP IRA	Wildcat Resources, Inc.	3	28S	12W	NE4 less tracts 3-28S-12W	2/12/2019	483	129
Catherine Krehbiel, a Single Woman	Wildcat Resources, Inc.	3	28S	12W	33.38 A tract in NE4 3-28S-12W	2/12/2019	483	123
Jean Elaine Bauman and Michael Frank Bauman, Wife and Husband	Wildcat Resources, Inc.	3	26S	11W	Lot 1 3-26S-11W	9/1/2016	455	441
Donald Burnett, Trustee of both the Phyllis B. Burnett Family Trust created under the Phyllis B. Burnett Revocable Trust, Dated August 22, 1996 and the	Wildcat Resources, Inc.	3	26S	11W	Lot 2 3-26S-11W	9/15/2016	455	422
Donald Burnett Revocable Trust, Dated August 22, 1996 and the	Whiteat Resources, Inc.	3	205	11 **	Lot 2 3-203-11 W	<i>)</i> /13/2010	433	422
Olin K. and Phyllis J. Bock Revocable Living Trust, Dated February 20, 1992	Wildcat Resources, Inc.	3	26S	11W	SE4 3-26S-11W	9/22/2016	455	436
Keith M. Drummond, Single	Wildcat Resources, Inc.	3	26S	11W	S2N2 3-26S-11W	8/25/2016	455	430
Bruce D. Drummond and Laureene Drummond, Husband and Wife	Wildcat Resources, Inc.	3	26S	11W	S2N2 3-26S-11W	8/25/2016	455	428
Jeffrey T. Drummond and Samatha L. Scott-Drummond, Husband and Wife	Wildcat Resources, Inc.	3	26S	11W	S2N2 3-26S-11W	8/26/2016	455	426
Michael S. Drummond, Single	Wildcat Resources, Inc.	3	26S	11W	S2N2 3-26S-11W	8/24/2016	455	424

## **EXHIBIT A-1**

#### WELLS

Pratt County, Kansas

Attached to and made a part of that certain Assignment and Bill of Sale dated effective November 1, 2024, by and between **New Horizon Resources LLC** as Assignor and **Flatlander Energy, LLC** as Assignee.

Well Name	API	State	County	Lease Name	Lease Number	Operator
Bock 3-1H	15-151-22428	KS	PRATT	BOCK	1044634064	NEW HORIZON RESOURCES LLC
Greengroup 14A-1H	15-151-22422	KS	PRATT	GREENGROUP	1044624515	NEW HORIZON RESOURCES LLC
Meireis 8-16	15-151-22481	KS	PRATT	MEIREIS	1046849055	NEW HORIZON RESOURCES LLC
Bock 3-SWD	15-151-22425	KS	PRATT	BOCK	1044630431	NEW HORIZON RESOURCES LLC
Greengroup 14A-SWD	15-151-22421	KS	PRATT	GREENGROUP	1044598008	NEW HORIZON RESOURCES LLC
Carter Barker 13-34	15-151-22480	KS	PRATT	CARTER - BARKER	1046838762	NEW HORIZON RESOURCES LLC