

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

_____ is acknowledged as 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 _____

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: _____



STEPHANIE SHOCKLEY
REGISTER OF DEEDS - FINNEY COUNTY KANSAS

Book: 363 Page: 481

Receipt #: 181037

Recording Fee: \$157.00

Pages Recorded: 1 of 9

A handwritten signature in cursive script that reads "Stephanie Shockley".

Date Recorded: 10/17/2024 11:48:23 AM

[ELECTRONICALLY FILED]

Assignment, Conveyance and Bill of Sale

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE (this "Assignment"), is made and entered this 30th day of September, 2024, but is effective as of July 1, 2024, at 7:00 a.m. Central Standard Time (the "Effective Time"), from PanHugoton Partners LLC, a Delaware limited liability company ("Assignor" or "Seller"), whose address is 817 S. Polk St. Suite 201, Amarillo, TX 79101 to Scout Energy Group V LP, a Texas limited partnership ("Assignee" or "Buyer"), whose address is 13800 Montfort Drive, Suite 100, Dallas, TX 75240.

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

STATE OF KANSAS §
 §
 COUNTY OF FINNEY §

THIS ASSIGNMENT, CONVEYANCE AND BILL OF SALE (this "Assignment"), is made and entered this 30th day of September, 2024, but is effective as of July 1, 2024, at 7:00 a.m. Central Standard Time (the "Effective Time"), from PanHugoton Partners LLC, a Delaware limited liability company ("Assignor" or "Seller"), whose address is 817 S. Polk St. Suite 201, Amarillo, TX 79101 to Scout Energy Group V LP, a Texas limited partnership ("Assignee" or "Buyer"), whose address is 13800 Montfort Drive, Suite 100, Dallas, TX 75240.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Assignor hereby ASSIGNS, TRANSFERS, SELLS, GRANTS, BARGAINS and CONVEYS unto Assignee and Assignee's successors and assigns all of Assignor's right, title and interest, whether present, contingent or reversionary, in and to the following real and personal property (collectively, the "Assets"):

(a) all oil and gas leases and mineral interests limited to the depths as described in **EXHIBIT A**, and any associated Units described in **EXHIBIT A** attached hereto (collectively, the "Leases"), including all leasehold estates, fee mineral estates, royalty interests, overriding royalty interests, net profits interests, reversionary interests or similar interests, and all lands covered by such Leases and interests and all lands pooled or unitized therewith (the "Lands");

(b) all oil, gas, water or injection wells associated with the Leases, Lands or Units, whether producing, shut-in, or temporarily or permanently abandoned more fully described in **EXHIBIT B**, as well as any well not listed on Exhibit B that is located on the lands covered by the leases (or lands pooled therewith) and that has penetrated the formation(s) being hereby assigned, regardless of its current condition, and including all of the personal property, Equipment, fixtures and improvements used in connection therewith;

(c) all oil, gas, casinghead gas, coal bed methane, condensate and other gaseous and liquid hydrocarbons or any combination thereof, sulphur extracted from hydrocarbons and all other lease substances ("Hydrocarbons") under the Leases and Units and that may be produced and saved under or otherwise allocated or attributed to the Leases or the Units;

(d) all unitization, pooling and communitization agreements, declarations, orders, and the units created thereby relating to the properties and interests described in clauses (a) through (c) above, or to the production, gathering, treatment, processing, storage, sale, disposal and other handling of Hydrocarbons, if any, attributable to said properties and interests (collectively, the "Units");

(e) all equipment, machinery, facilities, spare parts, fixtures and other tangible personal property and improvements located on or used or held for use in connection with the operation of the interests described in clauses (a) through (d) above, or the production, gathering, treatment, processing, storage, sale, disposal and other handling of Hydrocarbons attributable thereto, including any related Wells, tanks, boilers, buildings, injection facilities, saltwater disposal facilities, compression facilities, pumping units and engines, platforms, flow lines, pipelines, gathering systems, gas and oil treating, processing and/or blending facilities, vehicles, power lines, telephone and telegraph lines, towers, roads and other appurtenances, including radio equipment owned by a Unit (subject to Assignee obtaining any necessary licenses or other permissions for the operation thereof), computers owned by a Unit (except to the extent containing Assignor's proprietary software) and SCADA equipment owned by a Unit (except to the extent containing Assignor's proprietary software), (collectively "Equipment");

(f) all surface leases, permits, rights-of-way, licenses, easements and other surface rights agreements used in connection with the interests described in clauses (a) through (e) above (collectively, the "Surface Contracts");

(g) All contracts, agreements and instruments by which the Properties are bound, or that relate to or are otherwise applicable to the Properties, but only to the extent such contracts are applicable to the Properties (rather than Seller's other properties), including operating agreements, unitization, pooling and communitization agreements, declarations and orders, joint venture agreements, farmin and farmout 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 Hydrocarbons produced from the Properties, including those identified on **EXHIBIT C**, but excluding (i) any contracts, agreements and instruments to the extent transfer is restricted by Third-Party agreement or applicable Law, (ii) any master services agreements, drilling contracts and/or other similar contracts, (iii) the Management Agreement (as defined below), and (iv) the instruments constituting the Leases or Easements (subject to such exclusions, the "Contracts");

(h) to the extent transferable without payment of additional consideration, originals, to the extent available, or legible copies of all the files, Records, and data relating to the items described in clauses (a) through (g) above, which Records shall include, without limitation: lease Records; well Records; division order Records; well files; Unit files; title Records (including abstracts of title, title opinions and memoranda, and title curative documents); engineering Records; geological and geophysical data (including seismic data) and all non-interpretive data and technical data and information to the extent relating to the Assets; correspondence; electronic data files (if any); maps; production Records; electric logs; core data; pressure data; decline curves and graphical production curves; reserve reports; appraisals and accounting and Asset tax Records; except to the extent that any of the foregoing items referenced in this sub-section are subject to a valid legal privilege or to disclosure or transfer restrictions owing by Assignor to a third party (collectively, the "Records"); and

(i) all rights, claims and causes of action of Assignor relating to the Assets that are attributable to periods of time from and after the execution of this Assignment (including claims for adjustments or refunds).

For purposes of this Assignment, the term "**Management Agreement**" means that certain Management Agreement by and among Seller, Pantera Energy Company, PanHugoton Management, LLC and the other signatories party thereto, dated as of March 27, 2019, as may be amended from time to time.

TO HAVE AND TO HOLD the Assets with all and singular the rights, privileges and appurtenances thereto belonging or in anywise appertaining unto Assignee and its successors and assigns, forever, subject to the following terms and conditions:

1. Special Warranty of Title. Assignor warrants title to the Assets and freedom from liens and encumbrances against all persons claiming by, through or under Assignor or its affiliates, but not otherwise, and except for the foregoing special warranty, this assignment is made without warranty of title.

2. Subrogation of Warranties and Indemnities. To the extent transferable, Assignor assigns and grants to Assignee, its successors and assigns (and Assignor will execute any documentation reasonably necessary to effect such assignment and grant), the full power and right of substitution and subrogation in and to all covenants and warranties (including, without limitation, warranties of title) and in and to all rights to indemnification (including environmental, injury to property or persons (including death and disability)) given or made with respect to the Assets or any part thereof by preceding owners, vendors, contractors or others.

3. Government Assignment Forms. Where separate assignments of the Assets have been or will be executed for filing with, and approval by, applicable governmental authorities, any such separate assignments: (a) shall evidence this Assignment and the assignment of the applicable Assets herein made and shall not constitute any additional assignment of such properties; (b) are not intended to modify, and shall not modify, any of the terms, covenants and conditions or limitations on warranties set forth in this Assignment and are not intended to create, and shall not create, any representations, warranties or additional covenants of or by Assignor to Assignee; and

(c) shall be deemed to contain all of the terms and provisions of this Assignment, as fully and to all intents and purposes as though the same were set forth at length in such separate assignments

4. Bill of Sale. To the extent necessary or required by applicable law, this Assignment shall constitute a bill of sale of the equipment, fixtures and other personal property conveyed hereunder (including, without limitation, the Equipment).

5. Governing Law. This Assignment shall be governed, construed and enforced in accordance with the laws of the State of Texas, without regard to any conflicts-of-law rules or principles that might direct the application of the law of another jurisdiction, except to the extent the law of the state in which the Assets are located is mandatorily applied

6. Exhibits. The exhibits and schedules attached to this Assignment to which reference is herein made are incorporated herein by reference and constitute a part of this Assignment for all purposes.

7. Further Assurances. Assignor and Assignee agree to execute, acknowledge (where appropriate) and deliver any additional instruments, agreements or other documents and to do any other acts and things which may be reasonably necessary to more fully and effectively accomplish the intent of the parties hereto as set forth in this Assignment or in the Purchase Agreement.

8. Successors and Assigns. This Assignment binds and inures to the benefit of Assignor and Assignee and their respective successors and assigns.

9. Severability. If any provision of this Assignment is found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed modified to the extent necessary to make it valid and enforceable; and if it cannot be so modified, it shall be deemed deleted and the remainder of this Assignment shall continue and remain in full force and effect.

10. Counterparts. This Assignment may be executed by Assignor and Assignee in any number of counterparts, each of which shall be considered original instruments and all of which, when taken together, shall constitute but one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Assignment is executed by the duly authorized officers or representatives of the Parties as of the Effective Time.

ASSIGNOR:

PANHUGOTON PARTNERS LLC

By: [Signature]
Name: Jason S. Herrick
Title: President

ACKNOWLEDGEMENT

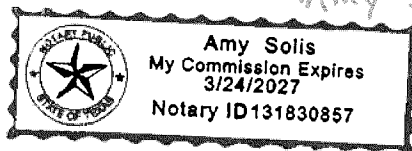
STATE OF TEXAS §
 §
COUNTY OF POTTER §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Jason S. Herrick, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as President of PanHugoton Partners, LLC, a Delaware limited liability company, on the day and year therein mentioned and as the act and deed of said corporation, for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 30 day of September, 2024.

03/24/2027
My Commission Expires

[Signature]
Notary Public, State of Texas
Amy Solis



IN WITNESS WHEREOF, this Assignment is executed by the duly authorized officers or representatives of the Parties as of the Effective Time.

ASSIGNEE:

SCOUT ENERGY GROUP V LP

By: Scout Energy Group V LP, LLC
Its: General Manager

Signature: [Signature]

Name: Jon Piot

Title: Managing Director

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Jon Piot, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he, being fully authorized to do so, executed and delivered the same as the Managing Director of Scout Energy Group V GP, LLC, a Delaware limited liability company and the general partner of Scout Energy Group V, LP, a Texas limited partnership, on the day and year therein mentioned and as the act and deed of said company, for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of October, 2024.

11/30/27
My Commission Expires

Teel Mitchell
Notary Public, State of Texas
Teel Mitchell

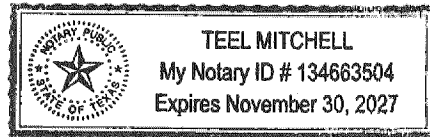


Exhibit A - Leases to Assignment and Bill of Sale between PanHugoton Partners LLC and Scout Energy Group V LP.

Agreement #	Agreement Type	Original Lessor	Original Lessee	Date	Book	Page	Township	Range	Section	Concatenate	Legal Description	County	Footnote
29880003	LEASE - OIL AND GAS	L E JOSS AND IZETTA H JOSS HUSBAND AND WIFE	J E O'DONNELL	9/12/1942	12	21	24S	34W	1	24S34W1	24S-34W Sec. 1: N/2 NE/4	FINNEY	
29876001	LEASE - OIL AND GAS	H W CLUTTER AND WIFE BONNIE CLUTTER	GAIL NUSBAUM	9/3/1952	25	492	24S	34W	1	24S34W1	24S-34W Sec. 1: That part of the SW/4 SW/4 which lies S of the right of way of the Santa Fe Railway	FINNEY	
29955000	LEASE - OIL AND GAS	HARRY BROWN AND GRACE BROWN HIS WIFE	J E O'DONNELL	8/28/1942	11	643	24S	34W	1	24S34W1	24S-34W Sec. 1: Lots 3 and 4 and the S/2 NW/4	FINNEY	
29974000	LEASE - OIL AND GAS	L E JOSS & IZETTA H JOSS HIS WIFE	CHAMPLIN REFINING COMPANY	11/28/1950	21	488	24S	34W	1	24S34W1	24S-34W Sec. 1: Lots 1 & 2, being the N/2 NE/4	FINNEY	
29876002	LEASE - OIL AND GAS	RALPH J TAYLOR AND WIFE ETHEL T TAYLOR	GAIL NUSBAUM	9/3/1952	25	517	24S	34W	1	24S34W1	24S-34W Sec. 1: That part of the SW/4 which lies south of the right-of-way of the Santa Fe Railway	FINNEY	
29973000	LEASE - OIL AND GAS	WILLIAM CALDWELL A SINGLE MAN	J E O'DONNELL	10/6/1942	12	28	24S	34W	1	24S34W1	24S-34W Sec. 1: All that part of the SW/4 lying north of the Atchison, Topeka and Santa Fe Railroad	FINNEY	
29954000	LEASE - OIL AND GAS	L L JONES AND EDNA T JONES HIS WIFE; TAYLOR JONES AND KATHERINE JONES HIS WIFE	J E O'DONNELL	8/25/1942	11	633	24S	34W	4	24S34W4	24S-34W Sec. 4: All that part of Section 4 lying South of the A T S F R R and lying North of the river	FINNEY	39
29959000	LEASE - OIL AND GAS	BRYANT GARNAND AND EDITH B GARNAND HIS WIFE; A B WARDEN AND GRACIE MAY WARDEN HIS WIFE	J E O'DONNELL	2/8/1943	12	103	24S	34W	4	24S34W4	24S-34W Sec. 4: All that part of the W/2 of Section 4 lying North of the A T & Santa Fe Ry; Described as Lots 3, 4, 5 and 6	FINNEY	
29957000	LEASE - OIL AND GAS	GARDEN CITY DITCH COMPANY (FORMERLY THE GARDEN CITY IRRIGATION ASSOCIATION)	CHAMPLIN REFINING COMPANY	10/15/1949	20	124	24S	34W	4	24S34W4	24S-34W Sec. 4: All of Lessor's acreage in all the land in its main irrigation canal right-of-way across said section.	FINNEY	
29958000	LEASE - OIL AND GAS	WILLIAM CALDWELL A SINGLE MAN	J E O'DONNELL	10/6/1942	12	27	24S	34W	4	24S34W4	24S-34W Sec. 4: Lots 1, 2 & 7 and all that part of the SE/4 NE/4 (being all that part of the NE/4) lying North of the Atchison Topeka and Santa Fe Railroad	FINNEY	

FOOTNOTES

39 LESS AND EXCEPT ALL RIGHTS ACQUIRED EFFECTIVE JANUARY 1, 2014 IN IN THE FOLLOWING DEED OF CONVEYANCE AND ASSIGNMENT AND BILL OF SALE FROM OXY USA WTP LP, ET AL, AS SELLER, AND MERRIT HUGOTON, L.P., AS BUYER, RECORDED IN SEPARATE DOCUMENTS IN BOOK 315 ON PAGE 605, BOOK 316 ON PAGE 247, BOOK 323 ON PAGE 556, BOOK 326 ON PAGE 513 IN THE RECORDS OF FINNEY COUNTY, KANSAS.

Exhibit B - Wells and Units to Assignment and Bill of Sale between PanHugoton Partners LLC and Scout Energy Group V LP.

API	FIELD	WELL NAME	WI BPO	NRI BPO	WI APO	NRI APO	ST	COUNTY	SEC	TWP	RNG	QTR-QTR	RESERVOIR	OPERATOR
1505520353	PANOMA	BROWN 2	0.634240	0.554963	SAME	SAME	KS	FINNEY	1	24S	34W	SWNW	COUNCIL GROVE	PANTERA ENERGY COMPANY
1505521464	HUGOTON (KANSAS)	BROWN 3	0.634240	0.554963	SAME	SAME	KS	FINNEY	1	24S	34W	SESE	CHASE	PANTERA ENERGY COMPANY
1505500465	HUGOTON (KANSAS)	BROWN H-1	0.634240	0.554963	SAME	SAME	KS	FINNEY	1	24S	34W	SENW	CHASE GROUP	PANTERA ENERGY COMPANY
1505500468	HUGOTON (KANSAS)	EARNEST 1	0.605700	0.529987	SAME	SAME	KS	FINNEY	4	24S	34W	SWSWNE	CHASE GROUP	PANTERA ENERGY COMPANY
1505520362	PANOMA	EARNEST 2	0.605700	0.529987	SAME	SAME	KS	FINNEY	4	24S	34W	NW	COUNCIL GROVE	PANTERA ENERGY COMPANY
1505520745	HUGOTON (KANSAS)	EARNEST 3-4	0.605700	0.529987	SAME	SAME	KS	FINNEY	4	24S	34W	NWSW	CHASE	PANTERA ENERGY COMPANY

Exhibit C - Contracts to Assignment and Bill of Sale between PanHugoton Partners LLC and Scout Energy Group V LP.

Agreement #	Agreement Type	First Party	Second Party	Date	Legal Description	County
86054000	OPERATING AGREEMENT	ANADARKO PRODUCTION COMPANY	THE STEVENS COUNTY OIL AND GAS COMPANY ET AL	7/1/1960	SEE AGREEMENT	MORTON SEWARD STEPHENS
86055000	OPERATING AGREEMENT	ANADARKO PETROLEUM CORPORATION	JEANNETTE C. ADAMS ET AL	4/1/1987	SEE AGREEMENT	KEARNY STEVENS
28451000	AGREEMENT	CHAMPLIN REFINING COMPANY, OPERATOR	STANOLIND OIL AND GAS COMPANY - NON-OPERATOR	8/8/1952	24S-34W SECTION 1: ALL	FINNEY
28432000	OPERATING AGREEMENT	CHAMPLIN REFINING COMPANY	STANOLIND OIL AND GAS COMPANY - NON-OPERATOR	8/12/1949	24S-34W SECTION 4: ALL	FINNEY
8 ONEOK GATHERED	GAS PURCHASE AGREEMENT	PANTERA ENERGY COMPANY (SELLER/PRODUCER)	MERT ENERGY COMPANY (BUYER/GATHERER)	5/31/2019	SEE AGREEMENT	FINNEY