

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: \_\_\_\_\_

Signature: \_\_\_\_\_

New Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

New Operator's Name & Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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 the new operator and may continue to inject fluids as authorized by

Permit No.: \_\_\_\_\_ . Recommended action: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature

\_\_\_\_\_ is acknowledged as the new operator of the above named lease containing the surface pit

permitted by No.: \_\_\_\_\_ .

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: \_\_\_\_\_

**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
- g. All right, title, and interest of Assignor in and to all lease files; land files; well files; gas 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 WHICH ASSIGNOR HEREBY DISCLAIMS, RELATING TO TITLE, TRANSFERABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, ACCURACY, COMPLETENESS, DESIGN OR QUALITY, COMPLIANCE WITH SPECIFICATIONS OR CONDITIONS REGARDING OPERATION, FREEDOM FROM PATENT, TRADEMARK OR OTHER 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. Successors and Assigns.** 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. Captions.** 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. Counterparts.** 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<sup>st</sup>, 2024.

ASSIGNOR:

NEW HORIZON RESOURCES LLC

Signature: Ryan Smith

Name: Ryan Smith

Title: President and CEO

**CORPORATE ACKNOWLEDGMENT**

STATE OF TEXAS                   §  
   §  
COUNTY OF HARRIS           §

BEFORE ME, the undersigned authority, on this 31<sup>st</sup> 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 31<sup>st</sup> day October, 2024.

My Commission Expires: 3/4/2025



Katerina Hubackova  
Notary Public in and for the State of Texas



ASSIGNEE:

FLATLANDER ENERGY, LLC

Signature: [Handwritten Signature]

Name: ROSS GOFF

Title: OWNER / PRESIDENT

**CORPORATE ACKNOWLEDGMENT**

STATE OF **OKLAHOMA**

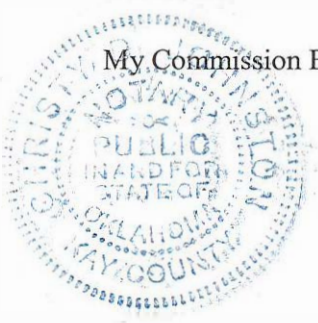
§  
§  
§

COUNTY OF **KAY**

BEFORE ME, the undersigned authority, on this 31 day of October, 2024, personally appeared ROSS GOFF, as owner / president 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.

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

My Commission Expires: 4-7-2025



Christy D Johnston  
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.

<u>Lessor</u>	<u>Lessee</u>	<u>Sec</u>	<u>Tw</u>	<u>Rng</u>	<u>Legal Description</u>	<u>Lease Date</u>	<u>Book</u>	<u>Page</u>
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 Donald Burnett Revocable Trust, Dated August 22, 1996	Wildcat Resources, Inc.	3	26S	11W	Lot 2 3-26S-11W	9/15/2016	455	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.

<b>Well Name</b>	<b>API</b>	<b>State</b>	<b>County</b>	<b>Lease Name</b>	<b>Lease Number</b>	<b>Operator</b>
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