KOLAR Document ID: 1484706

# KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

Form T-1 July 2014 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:  | ttea with this form.   |  |  |  |
|--|--|--|--|--|
| Oil Lease: No. of Oil Wells**  | Effective Date of Transfer:  KS Dept of Revenue Lease No.:                 |  |  |  |
| Gas Lease: No. of Gas Wells**  |  |  |  |  |
| Gas Gathering System:  | Lease Name:  |  |  |  |
| Saltwater Disposal Well - Permit No.:  |  |  |  |  |
| Spot Location: feet from N / S Line  | SecTwp R EW Legal Description of Lease:                                    |  |  |  |
| feet from E / W Line   |  |  |  |  |
| Enhanced Recovery Project Permit No.:  |  |  |  |  |
| Entire Project: Yes No   | County:  |  |  |  |
| Number of Injection Wells **   | Production Zone(s):  |  |  |  |
| Field Name:  |  |  |  |  |
| ** Side Two Must Be Completed.   | Injection Zone(s):   |  |  |  |
| Surface Pit Permit No.:  | feet from N / S Line of Section  |  |  |  |
| (API No. if Drill Pit, WO or Haul)   | 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:   |  |  |  |
| Table operator o Hamo a Address.   |  |  |  |  |
|  | Date:  |  |  |  |
| Title:   | Signature:   |  |  |  |
| New Operator's License No.   | Contact Person:  |  |  |  |
| New Operator's Name & Address:   | Phone:   |  |  |  |
| The special of the second seco |  |  |  |  |
|  | 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   | 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:  |  |  |  |  |
| . neconinencea action.   | permitted by No.:  |  |  |  |
| Data   | Data   |  |  |  |
| Date: Authorized Signature   | Date:  |  |  |  |
| DISTRICT EPR   | PRODUCTION UIC   |  |  |  |
|  |  |  |  |  |

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#### Side Two

#### Must Be Filed For All Wells

| * Lease Name: |                              |   | * Location:              |                                   |                                      |
|---------------|------------------------------|---|--------------------------|-----------------------------------|--------------------------------------|
| Well No.      | API No.<br>(YR DRLD/PRE '67) | Footage from Section Line (i.e. FSL = Feet from South Line) |                          | Type of Well<br>(Oil/Gas/INJ/WSW) | Well Status<br>(PROD/TA'D/Abandoned) |
|               |                              | Circle<br>FSL/FNL   | <i>Circle</i><br>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                  |                                   |                                      |
|               |                              |   |                          |                                   |                                      |
|               |                              |   |                          |                                   |                                      |
|               |                              |   |                          |                                   |                                      |
|               |                              |   |                          |                                   |                                      |
|               |                              |   |                          |                                   |                                      |
|               |                              |   |                          |                                   |                                      |
|               |                              |   |                          |                                   |                                      |
|               |                              | I JL/FINL   | LL/  VVL                 |                                   |                                      |

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.

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## Kansas Corporation Commission Oil & Gas Conservation Division

Form KSONA-1
July 2014
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) CI   | B-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)   |
|--|--|
| OPERATOR: License #  |  |
| Name:  | ·  |
| Address 1:   |  |
| Address 2:   |  |
| City:  | the lease below.   |
| Contact Person:  |  |
| 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:   | the state of the s |
| City: State: Zip:+   |  |
|  | , tank batteries, pipelines, and electrical lines. The locations shown on the plat<br>red on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.   |
| owner(s) of the land upon which the subject well is or will  | ice Act (House Bill 2032), I have provided the following to the surface be located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form orm being filed is a Form C-1 or Form CB-1, the plat(s) required by this ax, and email address.  |
| KCC will be required to send this information to the surface   | ). I acknowledge that, because I have not provided this information, the ce owner(s). To mitigate the additional cost of the KCC performing this dress of the surface owner by filling out the top section of this form and 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 | dling 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 corre  | ect to the best of my knowledge and belief.  |
| Date: Signature of Operator or Agent:  | Title:   |

# ASSIGNMENT OF OIL AND GAS LEASE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that KSMS Oil, LLC, hereinafter called "Assignor," for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does grant, bargain, sell convey, transfer, assign and deliver all of Assignor's right, title, working interest and overriding royalty interest unto Laymon Oil II, LLC, hereinafter called "Assignee," its successors and assigns, in and to the following oil and gas leases and personal property:

- (A) The Oil and Gas Leases described on Exhibit A and the leasehold estate and right, privileges and interests created by said leases subject to all the terms and conditions of said oil and gas lease and extensions thereof (collectively, the "Leases"); AND
- (B) All equipment, wells, structures and personal property, to include fixtures and improvements, currently located on the Leases described above in paragraph (A), and used in connection with oil and gas exploration, production, treatment, storage and marketing activities (collectively, the "Personal Property").

The Leases and Personal Property are collectively referred to as the "Assigned Property."

#### ASSIGNMENT TERMS:

- 1. DISCLAIMER OF WARRANTY. Assignor represents and warrants that the Assigned property is free and clear of all liens created by through and under Assignor. With the exception of this single express warranty, Assignor makes this Assignment without warranty of any kind. Assignee accepts the Assigned Property without warranty of any kind by Assignor. All express or implied warranties, specifically including the implied warranties of merchantability, and fitness for a particular purpose are here by disclaimed.
- 2. ASSUMPTION OF RESPONSIBILITY. Assignors and Assignee do hereby stipulate and agree among themselves that all of the wells located upon the Leases are being assigned to Assignee and that no such wells have been abandoned by Assignors at the time of this Assignment. Assignee does hereby agree to accept all responsibility and liability for all of the Assigned Property from and after the date of this Assignment and shall indemnify and hold Assignors harmless from any, claim, damage, liability or responsibility for any of such wells or oil

and gas equipment or the repair, restoration or remediation of the real property covered by the Leases from and after the date of this Assignment, whether or not such damage, event or liability accrued prior to the date of this assignment. Within 30 days after the effective date of this Assignment Assignee shall accept an assignment of operator responsibility for all wells located on the Leases by form T-1 Transfer filed with the Conservation Division of the Kansas Corporation Commission.

- 3. TRANSFER OF RIGHTS. The Assigned Property shall include all right, title and interest which Assignor may have in and to the Leases, including but not limited to, leasehold interests, regulatory authorities and permits or licenses.
- 4. FURTHER ASSURANCES. The parties agree to execute, acknowledge and deliver such other and further instruments or documents, and to take such other and further actions as may be reasonably necessary to carry out the provisions of this Assignment.
- 5. EFFECTIVE DATE. This Conveyance shall be effective as of December 9, 2019, at 12:01 p.m., central standard time.

TO HAVE AND TO HOLD the above described property and easement with all and singular the rights, privileges, and appurtenances thereunto or in any wise belonging to the said Assignee herein, its successors, personal representatives, administrators, executors and assigns forever.

KSMS OIL, LLC

By:

Borja Madrid, Manager

STATE OF NEW YORK, COUNTY OF NEW YORK, ss:

This instrument was acknowledged before me on the 9<sup>th</sup> day of December, 2019, by Borja Madrid, manager of KSMS OIL, LLC, a Delaware limited liability company.

Notary Public

Appointment/Commission Expires: 01 - 22 - 2023

GREGORY A MOLENKAMP
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MO6386356
Qualified in New York County
My Commission Expires 01-22-2023

| ACCEPTED BY:  |
|---|
| LAYMON OIL II, LLC  |
| By: Mela Jonn   |
|   |
|   |
| STATE OF KANSAS, COUNTY OF Woodson, ss:   |
| This instrument was acknowledged before me on the 97th day of December, 2019 by Wichnel Lagurer manager of LAYMON OIL II, LLC, a Kansas limited liability |
| company.  |
| John & Halun  |
| Notary Publi  |

Appointment/Commission Expires:

JOHN E. GALEMORE

Notary Public - State of Kansas

My Appt. Expires 7-21-2021

#### BEINE 2 LEASE

Dated:

December 21, 1977 Book 47, Page 304

Recorded: Lessors:

Muriel Beine, a widow

Lessee:

L and O Oil Company by J.D. Old and Gene Lewis, partners

Description:

The East Half of the Northeast Quarter (E/2 NE/4) of Section 4, and the West 60 acres of the W/2 of Southwest Quarter of Section 3, all in Township 24 South, Range

15 East, Woodson County, Kansas.

#### D. GLEUE LEASE

Dated:

March 23, 2010

Recorded:

Book S91, Page 362

Lessors:

Douglas R. Gleue and Karen S. Gleue, husband and wife

Lessee:

Laymon Oil II, LLC

Description:

East Half of Southeast Quarter (E/2 SE/4), Section 27, Township 23, Range 16,

Woodson County, Kansas, containing 80 acres more or less.

#### D. RICH LEASE

Dated:

August 28, 2013

Recorded:

Book S94, Page 380

Lessors:

R. Dean Rich and Charlotte Y. Rich, husband and wife

Lessee:

Laymon Oil II, LLC

Description:

West Half of the Southeast Quarter, Section 26, Township 23, Range 14, Woodson

County, Kansas, containing 80 acres more or less.

#### **EDWARDS LEASE**

Dated:

December 29, 2009

Recorded:

Book S91, Page 222

Lessors:

Charles D. Edwards and Wanda S. Edwards, his wife, and David C. Edwards and

Janelle Edwards, his wife

Lessee:

Laymon Oil II, LLC

Description:

The Northwest Quarter (NW/4) of the Northwest Quarter (NW/4) of Section Twenty-nine (29), and the Southwest Quarter (SW/4) of Section Twenty (20), less

and except a tract of land commencing at the Southeast corner of the Southwest Quarter (SW/4) of said Section, thence running North 80 rods, thence West 64 rods, thence South 80 rods, thence East 64 rods, to the place of beginning, AND the South Half of the Northeast Quarter (S/2 NE/4) of Section 30, Township 23 South, Range

16 East, Woodson County, Kansas.

# G.W. WESTON LEASE

Dated:

January , 2012

Recorded:

Book S93, Page 10

Lessors:

Glen William Weston and Maxine Weston

Lessee:

Laymon Oil II, LLC

Description:

The South Half of Section 1, Township 24, Range 14, Woodson County, Kansas.

Dated:

January \_\_\_, 2012

Recorded:

Book S94, Page 115

Lessors:

Glen William Weston and Sheila Ray Weston, husband and wife, and Maxine

Weston

Lessee:

Laymon Oil II, LLC

Description:

The South Half of Section 1, Township 24, Range 14, Woodson County, Kansas.

Dated:

January 19, 2012

Recorded:

Book S93, Page 12

Lessors:

Maxine Weston

Lessee:

Laymon Oil II, LLC

Description:

The Southwest Quarter of Section 6, Township 24, Range 15, Woodson County,

Kansas.

## G. W. WESTON 2 LEASE

Dated:

March 1, 2014

Recorded:

Book S95, Page 220

Lessors:

Glen William Weston and Sheila R. Weston, husband and wife

Lessee:

Laymon Oil II, LLC

Description:

Southwest Quarter and the West 52 acres in the South Half of the Southeast Quarter

(SW/4 and W52 acres S/2 SE/4), Section 5, Township 24, Range 15, Woodson

County, Kansas.

# M. JONES LEASE

Dated:

April 20, 2010

Recorded:

Book S91, Page 421

Lessors:

Marion E. Jones and Elizabeth J. Jones, his wife

Lessee:

Laymon Oil II, Inc.

Description:

The Northeast Quarter (NE/4) of Section Twenty-one (21), and the Southeast Quarter

of the Southwest Quarter (SE/4 SW/4), and the Southwest Quarter of the Southeast Quarter (SW/4 SE/4) of Section Sixteen (16), Township 24S, Range 16E, Woodson

County, Kansas, containing 240 acres more or less.

## McHONE LEASE

Dated:

May 10, 2012

Recorded:

Book S93, Page 178

Lessors:

Kenneth Laymon and Regina Laymon, husband and wife, and Dudley F. McHone

and Tammy R. McHone, husband and wife

Lessee:

Laymon Oil II, Inc.

Description:

North Half of Northwest Quarter (N/2 NW/4) of Section 8, Township 24, Range 16 East of the 6th P.M., except the following tracts: A tract beginning at the Northeast corner of the Northwest Quarter of Section 8, Township 24 South, Range 16 East of the 6th P.M., thence South 180 feet, thence West 200 feet, thence North 180 feet, thence East 200 feet, to the place of beginning, and a tract of land starting at a point 1559.79 feet East from the Northwest corner of Section 8, Township 24 South, Range 16 East, thence 550 feet South, thence 396 feet West, thence 550 feet North, thence 396 feet East to the point of beginning, Woodson County, Kansas, containing 73

acres, more or less.

## MIZE LEASE

Dated:

October 23, 1992

Recorded:

Book 74 Misc., Page 138

Lessors: Lessee: Phyllis L. Mize, a single person CMT Petro Resources, Inc.

Description:

The West Half of the Southwest Quarter (W/2 SW/4) and Southwest Quarter of the

Northwest Quarter (SW/4 NW/4) of Section 34, Township 23 South, Range 15 East,

Woodson County, Kansas containing 120 acres more or less.

# **NEWBY LEASE**

Dated:

July 24, 2012

Recorded:

Book S93, Page 506

Lessors:

Patricia A. May, Diane O. Tolle, Jody D. Stegman and Richard D. Newby

Lessee:

Laymon Oil II, LLC

Description:

The Southeast Quarter (SE/4), Section 32, Township 23S, Range 16E, Woodson

County, Kansas, containing 160 acres, more or less.

## REINKING LEASE

Dated:

October 25, 1983

Recorded:

Book 60 Misc., Page 652

Lessors:

Kathryn Breneman and Everett Breneman, husband and wife, and Bernice M.

Reinking

Lessee:

Don Coffman and Bernie Blevins

Description:

The North Half (N/2) of Section Thirty-three (33), Township Twenty-three (23),

Range Fifteen (15) and containing 320 acres more or less, Woodson County, Kansas.

#### SHEPARD LEASE

Dated:

June 6, 2011

Recorded:

Book S92, Page 490

Lessors:

Calvin Shepard, Trustee of the Lester C. Shepard Trust dated October 12, 1987

Lessee:

Laymon Oil, II, LLC, a Kansas limited liability company

Description:

All that part of the South Half (S/2) of Section Seventeen (17), Township Twenty-four (24) South, Range Sixteen (16) East of the 6th P.M., Woodson County,

Kansas, lying East of the right of way of the Missouri Pacific Railroad.

## SHEPARD 2 LEASE

Dated:

June 15, 2012

Recorded:

Book S93, Page 474

Lessors:

Calvin L. Shepard and Judy K. Shepard, husband and wife

Lessee:

Lavmon Oil II, LLC

Description:

The Southwest Quarter of the Southeast Quarter (SW/4 SE/4), Section 8, Township

24, Range 16, Woodson County, Kansas, and containing 40 acres more or less.

#### STURDIVAN 2 LEASE

Dated:

April 11, 1968

Recorded:

Book 27, Page 374A

Lessors:

J. M. Sturdivan and Artimecia G. Sturdivan, husband and wife

Lessee:

R. K. Teichgraeber and Lewis C. Long

Description:

All that part of the N/2 of SE/4 and S/2 of SE/4 lying East of the Missouri Pacific

Railway Right of Way, Section 33, Township 23S, Range 16E, Woodson County,

Kansas, containing 62 acres more or less.

#### STURDIVAN 4 LEASE

Dated:

August 31, 1989

Recorded:

Book 70-Misc., Page 83

Lessors: Lessee: Artimecia G. Sturdivan Estate and J. M. Sturdivan, a single person Artimecia G. Sturdivan Estate and J. M. Sturdivan, a single person

Description:

All that part of the Northeast Quarter (NE/4) of Section 4, Township 24, Range 16,

lying East of the Mo-Pac Railroad right-of-way, Woodson County, Kansas.

## SUTHERLAND LEASE

Dated:

August 17, 2007

Recorded:

Book S88, Page 638

Lessors:

Donald D. Sutherland and Eugene N. Sutherland

Lessee:

Laymon Oil II, LLC

Description:

Northwest Quarter (NW/4) of Section 28, Township 23, Range 16, Woodson County,

Kansas, containing 160 acres more or less.

Dated:

August 17, 2007

Recorded: Lessors: Book S89, Page 280 Donald D. Sutherland and Marjorie L. Sutherland, husband and wife, and Eugene N.

Sutherland, a single person

Lessee:

Laymon Oil II, LLC

Description:

Northwest Quarter (NW/4) of Section 28, Township 23, Range 16, Woodson County,

Kansas, containing 160 acres more or less.