KOLAR Document ID: 1534274

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: 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	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:			
	Signature:			
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.:					
* 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 _		
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		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
			FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		

A separate sheet may be attached if necessary.

^{*} When transferring a unit which consists of more than one lease please file a separate side two for each lease. If a lease covers more than one section please indicate which section each well is located.

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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) CB-	-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)		
OPERATOR: License #			
Name:			
Address 1:			
Address 2: State: Zip:+			
Contact Person:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:		
Phone: () Fax: ()			
Email Address:	- -		
Surface Owner Information:			
Name:	_ When filing a Form T-1 involving multiple surface owners, attach an additional		
Address 1:	sheet listing all of the information to the left for each surface owner. Surface owner information can be found in the records of the register of deeds for the		
Address 2:	county and in the real estate property toy records of the county traceurer		
City: State: Zip:+	_		
the KCC with a plat showing the predicted locations of lease roads, to	thodic Protection Borehole Intent), you must supply the surface owners and ank batteries, pipelines, and electrical lines. The locations shown on the plat d 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 Notice owner(s) of the land upon which the subject well is or will be	e Act (House Bill 2032), I have provided the following to the surface e located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form m being filed is a Form C-1 or Form CB-1, the plat(s) required by this c, 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 owner(s). To mitigate the additional cost of the KCC performing this ess of the surface owner by filling out the top section of this form and he KCC, which is enclosed with this form.		
If choosing the second option, submit payment of the \$30.00 handli form and the associated Form C-1, Form CB-1, Form T-1, or Form C	ing 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	t to the best of my knowledge and belief.		
Date: Signature of Operator or Agent:	Title:		

ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (the "Assignment") is made and executed this

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned FONTUS TECHNOLOGIES, LLC, a Texas Limited Liability Company (hereinafter "Assignor") does hereby grant, sell, assign, transfer, and convey unto WESTCO DOWNHOLE, LLC, a Texas Limited Liability Company (hereinafter "Assignee"), all of Assignor's right, title and interest of whatsoever kind in and to the oil and gas leases, wells, facilities, personal property, rights and agreements as described below:

- Interests in the oil and gas leases described on Exhibit "A," attached hereto and made (A) a part hereof as well as any other leases covering the lands described on Exhibit "A" (the "Leases"), and all rights thereunder and incident thereto, including, without limitation, all rights with respect to the use and occupation of the surface of and the subsurface depths under the Leases, all rights with respect to any pooled or unitized acreage by virtue of any Lease being a part thereof, and the right to produce or receive the proceeds of production of any crude oil, gas (the term "gas" herein shall be deemed to include coalbed methane gas), casinghead gas, condensate, natural gas liquids and any other gaseous or liquid hydrocarbons, together with all products extracted or separated therefrom, or other minerals in place and located on the Leases:
- **(B)** Assignor's applicable interest in all wells, including the wellbores, the casing and tubing therein, all downhole and wellhead equipment and associated production facilities, personal property, pipelines, tanks, flow lines, tanks, disposal wells, and equipment located on the Leases or used in connection with the Leases or otherwise appurtenant thereto (collectively the "Wells"); and
- Any and all contracts and agreements, relating to the Leases and wells described in (C) Paragraphs (A) and (B) above, including, but not limited to, operating agreements, pooling and unitization agreements, gas purchase contracts and all rights and claims thereunder, crude oil sale agreements, gas purchase and sale agreements, processing contracts, suspended funds, accounts receivable, gas balancing agreements, farm-out Will for

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agreements, easements, rights of way, easements, contribution agreements, salt water disposal agreements, and any and all other agreements pertaining to any of the aforesaid; and

(D) Without limiting the generality of the foregoing Paragraphs (A)-(C) in any way, Assignor specifically agrees that it is assigning all right, title, and interest in and to the James Player A Drilling Program or the Player A Development Agreement for Player A Drilling Program or the Robert Player Drilling Program and any other drilling program or farmout agreement or operating agreement and any other agreement covering the Leases to Assignee. Assignor disclaims any and all right to any drilling program agreement pertaining to the Leases and agrees that Assignor has no further rights under such agreements, including but not limited to any rights of first refusal.

(collectively the "Subject Property").

This Assignment shall be effective for all purposes as of the 1st day of May, 2015, at12:01 a.m., local time where the Properties are located (the "Effective Time"), regardless of the date of execution. Assignor shall be entitled to all credits and proceeds of production from and accruing to the Property prior to the Effective Time and shall be responsible for all costs, expenses, disbursements, obligations and liabilities (excluding environmental) attributable to the Property for periods of time prior to and arising prior to the Effective Time. Assignee shall be entitled to all credits and proceeds of production from and accruing to the Property after the Effective Time and shall be responsible for all costs, expenses, disbursements, obligations and liabilities attributable to the Property for periods of time after or arising after the Effective Time, together with all costs and expenses of plugging and abandoning any Wells on the Leases, regardless of whether they were drilled or ceased to produce before or after the Effective Time.

Additionally, Assignee agrees to defend, indemnify, and hold Assignor harmless from and against all claims or losses arising out of, incident to, or in connection with environmental condition of the Property on or after the Effective Time. Assignee agrees to defend, indemnify, and hold Assignor harmless from any and all liabilities from federal, state, and local agencies resulting from conduct occurring on or after the Effective Date. Furthermore, Assignee agrees to assume all responsibility for all federal, state, and local regulations pertaining to the Leases on and after the Effective Date.

TO HAVE AND TO HOLD, the Subject Property unto Assignee, and its successors and assigns, forever; provided, however, that THIS ASSIGNMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF TITLE, except that Assignor, for itself and its successors and assigns does represent and covenant with Assignee that it has not sold, transferred, mortgaged, encumbered or otherwise conveyed any of its interest in and to the Subject Property to any party other than Assignee.

This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

Guel Jul This Assignment and Bill of Sale is executed on the date indicated above, but is effective for all purposes as of the Effective Date.

"Assignor"

FONTUS TECHNOLOGIES, LLC

By: TED Dickins

Managing Member

ACKNOWLEDGMENT

STATE OF Jerry)

COUNTY OF Harry)

Before me, the undersigned, a Notary Public, in and for said County and State, on this day of August, 2015, personally appeared Jed Dickinson in his capacity as managing member of Fontus Technologies, LLC, a Texas Limited Liability Company, on behalf of said company.

My appointment expires: 7-21-2017

Deborah A. Wright
Commission Expires
07-21-2017

"Assignee"

WESTCO DOWNHOLE, LLC

By: James W. Wright, Jr.

ACKNOWLEDGMENT

STATE OF <u>Jeras</u>)
ss:
COUNTY OF <u>Harris</u>)

Before me, the undersigned, a Notary Public, in and for said County and State, on this Lot day of Luguet, 2015, personally appeared James W Wright, Jr., in his capacity as min her/of Westco Downhole, LLC, a Texas limited liability company, on behalf of said company.

My appointment expires: 7-21-2017

Notary Public C

EXHIBIT A

<u>James Player Lease</u>: Oil and gas lease dated March 21, 2014, recorded March 26, 2014 at Book 2014, Page 1182, from James L. Player and Nancy L. Player, husband and wife, lessors, to Fontus Technologies, LLC, Lessee, covering the following land:

The Southeast Quarter (SE/4) of Section Thirteen (13), Township Seventeen (17) South, Range Twenty-one (21) East of the 6th Principal Meridian, Miami County, Kansas, EXCEPT THE FOLLOWING TRACTS: (1) beginning 22 rods West of the Southeast corner of Section 13, Township 17, Range 21, thence running North 10 rods, thence West 8 rods, thence South 10 rods, thence East to the place of beginning, containing 1/2 of an acre, more or less; (2) beginning at a point 22 rods West of the Southeast corner of Section 13, Township 17, Range 21, the same being the Southeast corner of a 1/2 acre tract conveyed to the Kansas Presbytery of the Cumberland Presbyterian Church, Bethel Congregation, thence North 10 rods, thence East 8 rods, thence South 10 rods thence West 8 rods to the place of beginning, containing 1/2 of an acre, more or less; (3) a tract of land 104 feet East and West by 419 feet North and South in the Southwest corner of the SE/4 of Section 13, Township 17, Range 21, containing 1 acre, more or less; (4) a tract of land beginning at the Southeast corner of Section 13, Township 17, Range 21, thence West 14 rods, thence North 10 rods, thence East 14 rods, thence South 10 rods to the place of beginning, containing 7/8 of an acre, more or less; (5) beginning at a point 165.00 feet North of the Southeast corner of the SE/4 of Section 13, Township 17, Range 21, said point being on the East line of said SE/4; thence West 247.50 feet, thence North 1235.00 feet, thence East 247.50 feet to a point on the East line of said SE/4, thence South 1235.00 feet and along the East line of said SE/4 to the point of beginning, containing 7.02 acres, more or less; containing 150.105 acres, more or less; and

The Northeast Quarter (NE/4) of Section Thirteen (13), Township Seventeen (17) South, Range Twenty-one (21) East, Miami County, Kansas, excepting the following land: Beginning at the Northeast corner of said section; thence South 825 feet; thence West 200 feet; thence North 825 feet; thence East 200 feet to the point of beginning as set forth in the Indenture filed for record in Miami County, Kansas on the 23' day of August, 1989, and duly recorded in Book 339 of Deeds, at Page 309; containing 150.53 acres, more or less; and

South Half of the North Half of the Southwest Quarter (S/2 N/2 SW/4) of Section Eighteen (18), Township Seventeen (17) South, Range Twenty-two (22) East of the 6th P.M., containing 32.78 acres, more or less; and

The North Half of the South Half of the Southwest Quarter (N/2 S/2 SW/4) of Section Eighteen (18), Township Seventeen (17) South, Range Twenty-two (22) East of the 6th P.M., containing 32.78 acres, more or less; and

South Half of the South Half of the Southwest Quarter (S/2 S/2 SW/4) of Section Eighteen (18), Township Seventeen (17) South, Range Twenty-two (22) East of the 6th P.M., containing 32.78 acres, more or less.

containing in all 398,975 acres, more or less.

Robert Player Lease: Oil and gas lease dated March 21, 2014, recorded March 26, 2014 at Book 2014, Page 1181, from Robert W. Player and Carol D. Player, husband and wife, lessors, to Fontus Technologies, LLC, Lessee, covering the following land in Miami County, Kansas:

The East Half of the Northwest Quarter (E/2 NW/4) of Section Thirteen (13), Township Seventeen (17) South, Range Twenty-one (21) East, Miami County, Kansas, and

The East Half of the Northwest Quarter of the Northwest Quarter (E/2 NW/4 NW/4) of Section Thirteen (13), Township Seventeen (17) South, Range Twenty-one (21) East, Miami County, Kansas.

Containing 100 acres more or less.

Westco Downhole, LLC 6316 Lakeside Lane Lawrence, KS 66049

November 3, 2020

To whom may concern:

Westco Downhole, LLC has appointed J7 Oil & Gas, LLC to operator all wells effective immediately.

James Wrig

Westco Downhole, LLC