

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 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: _____

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 (House Bill 2032), 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: _____

ASSIGNMENT OF WORKING INTERESTS IN OIL AND GAS LEASES

This ASSIGNMENT OF WORKING INTERESTS IN OIL AND GAS LEASES (“**Assignment**”), is entered into effective April 1, 2021 (“**Effective Date**”), between Prairie Energy, LC, a Kansas limited liability company, Debbie S. Zeligson, and Karen Zeligson (collectively, “**Assignor**”), and Brigco, LLC, a Kansas limited liability company (“**Assignee**”).

NOW, THEREFORE, in consideration of the property assigned hereunder, and the covenants set forth herein, and ten dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, conveys, transfers, and sets over unto Assignee all of Assignor’s working interest in and to the oil and gas leases (“**Leases**”) described on Exhibit A, attached hereto and made part hereof, INSO FAR AND ONLY INSO FAR, as the Leases cover rights from the surface to the base of the Council Grove formation, along with the Saltwater Disposal Agreement (“**SWD Agreement**”) described on Exhibit A, together with all rights and property incident and appurtenant to the Leases and SWD Agreement, including all of Assignor’s right, title and interest in and to:

- a) All wells, whether oil and/or gas, disposal or injection wells, including the wells described on Exhibit A, all gathering lines or other pipelines, tanks, compressors, storage vessels, separators, rods, tubing, pumps, pumping units, electric boxes, motors, casing, and all other incident and appurtenant equipment and personal property;
- b) All contracts and contractual and legal rights of every nature, or the production or proceeds therefrom, including, without limitation, all operating agreements, gas purchase contracts, division orders, permits, salt water disposal agreements, easements, rights of way, surface leases, and other contracts and servitudes, together with the right to enforce, collect, and receive any amounts or indebtedness owing under any agreements; and
- c) All files, records, information and data pertaining to the Leases and SWD Agreement in Assignor’s possession, including, without limitation, title records, production records, divisions of interest, pay decks, well production and expense information, land and well records, regulatory filings, landowner and royalty owner correspondence, casing pressure and mechanical integrity tests, and all other information relating in any way to the ownership or operation of the foregoing interests, but exclusive of the work product of Assignor’s legal counsel.

This Assignment is made and delivered without warranty of any kind, express or implied, and Assignor expressly DISCLAIMS ANY AND ALL WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, OR ANY OTHER STATUTORY WARRANTY RELATED TO THE INTERESTS HEREIN ASSIGNED. Assignee acknowledges that Assignor's interests in the Leases and SWD Agreement, and the rights and property incident and appurtenant thereto is being sold and assigned "AS IS," "WHERE IS," and "WITH ALL FAULTS."

Assignee hereby assumes any and all obligations and liabilities of any kind of Assignor, whether known or unknown, in any way related to the interests in the Leases and SWD Agreement, and the rights and property incident and appurtenant thereto, specifically including the obligation to plug and abandon the wells located on lands covered by the Leases and SWD Agreement, and to pay all royalties, overriding royalties, rents, shut-ins, and other payments due under the Leases and SWD Agreement.

This Assignment is made subject to the terms and conditions of the Leases and SWD Agreement, and all burdens, encumbrances, and overriding royalty interests appearing of record, including that certain Assignment of Overriding Royalty Interest effective of even date herewith from Prairie Energy, LC, Debbie S. Zeligson, and Karen Zeligson, as assignors, to Robert I. Greenberg, as assignee, pertaining to the Leases assigned hereunder, and lands covered thereby.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which, together, shall constitute but one and the same instrument. Assignor and Assignee, at the request of the other, shall, from time to time and without additional consideration, execute and deliver such further agreements and instruments, and take such other action as the other party may reasonably request in order to accomplish the transactions contemplated herein.

IN WITNESS WHEREOF, this Assignment has been entered into by the undersigned as of the date of their respective acknowledgments, but is effective for all purposes as of the Effective Date.

[SIGNATURE PAGE TO FOLLOW]

“Exhibit A”

“Leases”:

See Schedule A-1, attached hereto and made part hereof.

“SWD Agreement”:

That certain Surface Lease and Salt Water Disposal Agreement (“SWD Agreement”) dated February 24, 2012, but effective April 20, 2020, entered into by and between Dolores Mathes and Jack W. Mathes, her husband, and Dorothy Hartman and Kenneth Hartman, her husband, as “Lessors”, and Prairie Energy, as lessee, covering a one-acre tract of land centered around the Mathes #3 salt water disposal well (a/k/a the Mathes-Hartman #1(3) salt water disposal well), API No. , located in the NW/4 of Section 2-T23S-R38W, Kearny County, Kansas.

“Wells”:

| Lease Name | Well No. | API Number | County | Sec | Twp | Rge | Dir | Q4 | Q3 | Q2 | Q1 | Well Type |
|-------------------|-----------------|-------------------|---------------|------------|------------|------------|------------|-----------|-----------|-----------|-----------|------------------|
| CAMPBELL | 1-A | 15-093-20158-0000 | Kearny | 36 | 22 | 38 | W | | | NW | NE | GAS |
| CAMPBELL | 2 | 15-093-20544-0000 | Kearny | 36 | 22 | 38 | W | SW | SW | NE | NW | GAS |
| DANNEBOHM | 3 | 15-093-20726-0000 | Kearny | 2 | 23 | 38 | W | NW | NW | SE | SE | GAS |
| MATHES-HARTMAN | 1 (3) | 15-093-20679-0000 | Kearny | 2 | 23 | 38 | W | | NE | NE | NW | SWD |
| MATHES-HARTMAN | 2 | 15-093-20656-0000 | Kearny | 2 | 23 | 38 | W | NW | NW | SE | NW | GAS |
| SNELL | 2 | 15-093-20658-0000 | Kearny | 35 | 22 | 38 | W | | | | SW | GAS |

"Schedule A-1"

Campbell Unit

T22S-R38W, Kearney County, Kansas

Sec. 35: N/2

Sec. 36: N/2

| Lessor | Lessee | Date | Bk | Pg |
|--|----------------|-----------|----|-----|
| Mobil Oil Corp. | Larry Wolfberg | 5/13/1975 | 49 | 461 |
| Campbell, Carl B. & Ada | O.R. Whitaker | 8/16/1963 | 35 | 591 |
| Doyle, J.H. and Lavon C. | O.R. Whitaker | 8/16/1963 | 35 | 593 |
| Campbell, Gladys E; Beymer, Barbara J & Clyde, Jr.; Campbell, John S. & Maxine; Holland, Dolores J. & Clifford | O.R. Whitaker | 8/16/1963 | 35 | 599 |
| Witt, Loren G. & Marjorie L. | Don G. Calvin | 10/8/1973 | 46 | 793 |
| Beymer, J.E. & Evelyn D.; Beymer, R.A. & Alberta; Brandon, Cledythe & Robert S.; Beymer, C.E. & Barbara | Don G. Calvin | 12/9/1974 | 49 | 27 |
| Sergio Romano Children's Trust, by Mary Anne Heinze Romano | Don G. Calvin | 12/3/1974 | 49 | 303 |
| John V. Hanney Trust No. 1, by John V. Hanney & The First National Bank and Trust Co. | Don G. Calvin | 3/1/1974 | 49 | 313 |
| Eileen H. Globensky Children's Trust, by Eileen H. Globensky | Don G. Calvin | 10/4/1973 | 49 | 323 |
| F. George Heinze III Children's Trust, by F. George Heinze III | Don G. Calvin | 3/20/1974 | 49 | 333 |
| Patricia H. Waschka Trust, by Waschka, Patricia and Ronald W. | Don G. Calvin | 3/1/1974 | 49 | 337 |
| Colette H. Johnstone Trust No. 1, by John Victor Hanney and The First National Bank and Trust Company | Don G. Calvin | 3/1/1974 | 49 | 341 |
| Eileen H. Romano Trust, by Romano, Eileen and Giangiorgio | Don G. Calvin | 3/1/1974 | 49 | 351 |

**“Schedule A-1”
(cont.)**

Snell Unit

T22S-R38W, Kearny County, Kansas

Sec. 27: S/2

Sec. 34: NE/4

Sec. 35: SW/4

| Lessor | Lessee | Date | Bk | Pg |
|-----------------------------------|--------------------|------------|----|-----|
| Snell, Lila L. & Robert R. | Green Wolf Oil Co. | 10/20/1977 | 55 | 615 |
| Dannebom, Romona J. and Robert L. | Green Wolf Oil Co. | 10/20/1977 | 55 | 619 |

Dannebohm Unit

T23S-R38W, Kearny County, Kansas

Sec. 2: E/2

T22S-R38W, Kearny County, Kansas

Sec. 21: NE/4

Sec. 35: SE/4

| Lessor | Lessee | Date | Bk | Pg |
|---|---------------------|------------|----|-----|
| Dannebom, Romona J. and Robert L. | Green Wolf Oil Co. | 10/20/1977 | 55 | 619 |
| Lohmann, Lewis | W.B. Osborn, Jr. | 8/23/1978 | 57 | 693 |
| Davis, Peggy L. & Drexel | Ralph P. Clark, Jr. | 3/15/1978 | 57 | 137 |
| Fletcher, Florence Tate | Ralph P. Clark, Jr. | 3/15/1978 | 57 | 141 |
| Tate, Victor B. III & Kay; Tate, Violet K.; Tate, George H. & Judy B.; Tate; Bradner A. & Ann C. | Ralph P. Clark, Jr. | 3/15/1978 | 57 | 125 |
| Kropf, Harry H. & Mabel E. | Ralph P. Clark, Jr. | 8/11/1978 | 57 | 657 |

**“Schedule A-1”
(cont.)**

Mathes-Hartman Unit

T235-R38W, Kearny County, Kansas

Sec. 2: NW/4

Sec. 3: SE/4

Sec. 4: NE/4

Sec. 6: SE/4

| Lessor | Lessee | Date | Bk | Pg |
|---|---------------------|-------------|-----------|-----------|
| Loesch, P.G. & Hermina | Don G. Calvin | 10/17/1973 | 46 | 785 |
| Mathes, Dolores & Jack W.; Hartman, Dorothy & Kenneth | Don G. Calvin | 10/17/1973 | 47 | 101 |
| Tate, Victor H. II & Kay; Tate, Violet K.; Tate, George H. III & Judy B.; Tate, Bradner A. & Ann C. | Ralph P. Clark, Jr. | 3/15/1978 | 57 | 121 |
| Davis, Peggy L. & Drexel | Ralph P. Clark, Jr. | 3/15/1978 | 57 | 149 |
| Fletcher, Florence Tate | Ralph P. Clark, Jr. | 3/15/1978 | 57 | 133 |
| Horton, Harvey H. & Emma L. | J. Fred Hambright | 8/29/1979 | 60 | 297 |