

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

**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.*

Form T-1

April 2019

Form must be Typed  
Form must be Signed  
All blanks must be Filled

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: \_\_\_\_\_

Title: \_\_\_\_\_

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

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 \_\_\_\_\_

KDOR Lease No.: \_\_\_\_\_

\* Lease Name: \_\_\_\_\_ \* Location: \_\_\_\_\_

*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.

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: \_\_\_\_\_

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Drue M. Herl, President of RKT Inc., hereinafter referred to as Assignor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, does hereby sell, assign, transfer and set over unto Jennifer Kinzel, hereinafter referred to as Assignee, a 100% working interest, being an 80% net revenue interest in the oil and gas leases described on Exhibit A, attached hereto and made a part hereof by reference, together with the salt water disposal well and equipment.

In addition, Assignor does sell assign, transfer and set over unto Assignee all rights of ways, easements, and all surface and down hole equipment, fixtures and other personal property located thereon or used in connection therewith wherever situated or located, including the salt water disposal well and equipment.

Further, Assignor warrants that it has good title to the oil and gas and salt water disposal leases which are the subject matter of this Assignment and that there are no unpaid bills or invoices that may give rise to the filing of a mechanic's lien and that all equipment, fixtures and other personal property being sold and transferred herein are in good working condition.

Assignor hereby appoints Assignee as its true and lawful attorney in fact solely for the purpose of executing any division or transfer orders which may be required by the purchaser of oil and gas produced by the wells located on the subject oil and gas leases.

In witness whereof this Assignment is executed on this 22 day of April, 2022 to be effective April 1<sup>st</sup>, 2022.

RKT Inc.

Drue M. Herl  
By: Drue M. Herl, President

STATE OF KANSAS                    )  
  ) ss  
COUNTY OF Ellis                    )

This above and foregoing instrument was acknowledged before me this 22nd day of April, 2022, by Drue M. Herl, President of RKT Inc.

Wendy Armbruster  
Notary Public

My Commissions Expires: 9/4/23

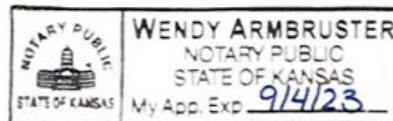


EXHIBIT A

Lease A:      Lessor:      Donnivon E. and Linda K. Bartel, husband and wife  
                 Lessee:      BlueRidge Petroleum Corporation  
                 Dated:      May 25, 2011  
                 Recorded:      Book 463, Page 255  
                 Description:      NW/4 NW/4 Section 16-T24S-R4W, Except a tract commencing 900 feet East of the Northwest corner of the NW/4 for point of beginning, thence South 150 feet, thence East 130 feet, thence North 150 feet, thence West 130 feet, to point of beginning, and Except a tract commencing 528 feet East of the Northwest corner of the NW/4 for point of beginning, thence East 372 feet, thence South 352 feet, thence West 372 feet, thence North 352 feet to point of beginning, containing 36.5 acres, more or less.  
                 ALL WORKING INTEREST

Lease B:      Lessor:      Donnivon E. and Linda K. Bartel, husband and wife  
                 Lessee:      BlueRidge Petroleum Corporation  
                 Dated:      September 28, 2011  
                 Recorded:      Book 467, Page 125  
                 Description:      A tract commencing in the Northwest corner of the Northwest Quarter (NW/4) of Section 16-T24S-R4W, thence East along the North line of said Northwest Quarter (NW/4) 528.00 feet for a point of beginning; thence continuing East along said Section line 372.00 feet; thence with a deflection angle 90°00' 00" right-South 352.00 feet, thence with a deflection angle 90°00' 00" right-West 372.00 feet; thence with a deflection angle 90°00' 00" right-North 352.00 feet to the point of beginning, containing 3.006 acres, more or less.  
                 ALL WORKING INTEREST




EXCALIBUR PRODUCITON CO. INC.

OPERATING AGREEMENT

AGREEMENT dated effective April 1<sup>st</sup>, 2022, between the undersigned Interest Owners (hereinafter "Owner") and the Operator, as defined herein, in consideration of the mutual covenants set forth as follows:

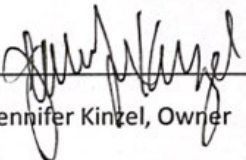
1. Excalibur Production Co. Inc., individually (hereinafter "Operator"), shall operate and oversee the leases described and initialed in Exhibit "A", attached to and made a part hereof, according to generally accepted trade standards and customs and as herein specifically described.
2. Operator is hereby made the exclusive agent and attorney-in-fact to act for Owner with respect to the maintenance and operation of the leases; the contracting for and payment of costs; the sale of production at the prevailing market price; the entering of pooling agreements; the re-completion of wells or plugging and abandonment of wells on any lease; and distribution of surplus equipment and materials as herein provided. Operator may sell surplus or salvaged equipment and material to interest owners or others for the joint account of the Owner and may transfer small materials from the leases to his warehouse or other leases upon proper charges recorded in written orders. Operator may contract for and pay legal counsel or accountants necessary to the prudent operation of the leases.
3. All funds received by Operator from Owner will be placed in an account or accounts maintained by Operator. Funds shall be used for all expenses of producing, re-completing and operating the leases or wells thereon. As funds are needed by Operator to start up, produce, repair and operate the leases, Owner will advance them proportionately to each owner's interest within ten days after request from Operator. At no time shall Operator be required to supply its own funds for the account of Owner.
4. Operator shall receive compensation as follows:
  - a. Operator shall be paid a monthly fee of \$ 25 per month per well commencing the first month after a producing well begins operation and shall be reimbursed for direct expenses.
5. Operator covenants to keep the leasehold property free of encumbrances arising from operation, to obtain reasonable public liability and property damage insurance coverage for the leases, to prepare governmental reports as required by law, to keep proper books of account available to Owner at all reasonable hours, and to use Operator's best judgment and procedures consistent with those of reasonable and prudent operators in similar circumstances. Operator may, in his discretion, upon written notice to the purchaser of product, appropriate proceeds of the sale of product as a common fund for defense and/or settlement of third-party claims or losses relating to the operation of the leases, including pollution, division orders to the contrary notwithstanding. Operator shall have no liability for any liens, obligations or agreements arising from the previous operation on the subject leases.

6. Notices and other mailings are binding on the Owner addressed if mailed to the Owner's address below, or any subsequent address supplied to Operator in writing at Operator's address: P.O. Box 278, McPherson, KS 67460.
7. This agreement is binding upon the Owner and Operator, and their successors and assigns, and constitutes a covenant running with the leasehold estates; it shall continue throughout the life of the leases unless modified by mutual agreement. Liability hereunder is several, not joint or collective, and each party is only responsible for the operating and development costs proportionate to its share of the working interests, except as otherwise provided in this agreement.

  
\_\_\_\_\_  
Lucy Walline, Manager / Excalibur Production Co. Inc.

5/18/22  
\_\_\_\_\_  
Date

ACCEPTED BY:


  
\_\_\_\_\_  
Jennifer Kinzel, Owner

18 May 22  
\_\_\_\_\_  
Date

P.O. Box 278 McPherson, KS 67460  
\_\_\_\_\_  
Address, City & State

EXHIBIT "A"

<u>Lease</u>	<u>Legal Description</u>	<u>County (Kansas)</u>
Collins #1	NW/4 NW/4 16-24-4	Reno
Bartel 1-16 SWD	NW/4 NW/4 16-24-4	Reno

  
\_\_\_\_\_  
J.K.