KOLAR Document ID: 1732341

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:			
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:			
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				

KOLAR Document ID: 1732341

Side Two

Must Be Filed For All Wells

KDOR Lease N	lo.:		_		
* Lease Name:			* Location:		
Well No.	API No. (YR DRLD/PRE '67)			Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle: 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 _		
		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 _		

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.

KOLAR Document ID: 1732341

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) CE	3-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)				
OPERATOR: License #					
Address 1:					
Address 2:					
City: State: Zip:+					
Contact Person:	the lease below:				
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:	accepts, and in the real extete property toy records of the accepts traceurer				
City:	_				
the KCC with a plat showing the predicted locations of lease roads,	athodic Protection Borehole Intent), you must supply the surface owners and tank batteries, pipelines, and electrical lines. The locations shown on the plated 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 No provided the following to the surface owner(s) of the langer C-1, Form CB-1, Form T-1, or Form CP-1 that I am	otice Act (see Chapter 55 of the Kansas Statutes Annotated), I have d upon which the subject well is or will be located: 1) a copy of the filing in connection with this form; 2) if the form being filed is a Form my operator name, address, phone number, fax, and email address.				
the KCC will be required to send this information to the sur	s). I acknowledge that, because I have not provided this information, rface owner(s). To mitigate the additional cost of the KCC performing address of the surface owner by filling out the top section of this form e to 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	lling 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	ct to the best of my knowledge and belief.				
Date: Signature of Operator or Agent:	Title:				

600X **0427** PAGE **112**

OIL AND GAS LEASE

EEMENT, Made and entered into this	29thda	y of	December	, 19 <mark>89</mark>
between Victor L. McClung	and Janis D	. McClung		
	Part	v of the first nor	t hereinafter called les	ssor (whether one or more),
R. T. Brewer DBA Petrole	ım Investors	, party	of the second part,	hereinaster called lessee.
NESSETH, That the said lessor, for a in hand paid, receipt of which is hereby acknet to be paid, kept and performed, has granted aid lessee, for the sole and only purpose of enot limited to distillate and condensate), gas (if and building tanks, powers, stations and structions.	and in consideration owledged and of the demised, leased and xploring by geophysically casinghead tures thereon, to proceed the control of th	n of ter covenants and let and by thes cal and other n gas and helium luce, save and to	and more agreements hereinafte e presents does grant, nethods, mining and c and all other constit ake care of said produ	DOLLARS, r contained on the part of demise, lease and let unto perating for oil (including uents), and for laying pipe cts, all that certain tract of
together with any reversionary rights therein, sit	n-wit:			
E OF <u>Kansas</u> , described as follows, to	U.A.U.			
See attached Exhibi	it "A"			
See additional term	ns in attach	ed Exhibi	.t "B"	
Section, Township,	Range	. and containi	ng 107	acres, more or less.
It is agreed that this lease shall remain in for ong thereafter as oil or gas, or either of them, is p in consideration of the premises the said lessee co	ce for a term of <u>O</u> produced from said lar evenants and agrees:	NE (1) nd by the lessee.	years from date (here	in call primary term) and
st. To deliver to the credit of lessor free of couding but not limited to condensate and distillate kind. To pay lessor for gas of whatsoever nature sed in the manufacture of products therefrom, in the manufacture of products therefrom, but in ments to be made monthly. During any period old or used and the well or wells are shut in an into keep this lease in force, lessee shall pay for, such payment or tender to be made, on or buffrom the date such well is shut in and thereaf lity owners. When such payment or tender is made, and inside lights in the principal dwelling there is and inside lights in the principal dwelling there	e) produced and saved or kind (with all of its one-eighth (%) of the in no event more than (whether before or aft and there is no curre or tender a royalty of efore the anniversary ter on the anniversary ande it will be consided	from the leased s constituents) p gross proceeds one-eighth (%) ter expiration of the production of the constitution of the constitution of this least y date of this least y date of this seried that gas is s from any well	premises. roduced and sold or us received for the gas s of the actual amount the primary term her f oil or operations or i.00) per year per net is next ensuing after the ase during the period being produced within the producing gas only, producing gas only,	sed off the leased premises, old, used off the premises, received by the lessee, said eof) when gas is not being a said leased premises sufroyalty acre retained here-the expiration of ninety (90) such well is shut in, to the act the meaning of the entire on the leased premises for
3rd. To pay lessor for gas produced from any commercial gas, one-eighth(1/2) of the gross produced	oil well and used off ceeds, at the mouth o	the premises, or f the well, receiv	for the manufacture red by lessee for the ga	of casing-head gasoline or is during the time such gas
Il be used, said payments to be made monthly. If the lessee shall commence to drill a well or creasion thereof, or on acreage pooled therewith, rations with reasonable diligence and dispatch, tinue and be in force with like effect as if such wel	the lessee shall have , and if oil or gas, or	the right to dril r either of them	l such well to complet , be found in paying	on or complete reworking quantities, this lease shall
Lessee is hereby granted the right at any time at to all strata or any stratum or strata, with any or primarily of gas with or without distillate. Ho the production primarily of gas with or withous cribe a spacing pattern for the development of t may embrace as much additional acreage as written unit designations in the county in which treated as if such operations were upon or su ated thereon. The entire acreage within a unit tept that the royalty on production from the unit acroyalties, only the part of the acreage originall stron from the unit, Lessee shall pay Lessor, in the amount of his acreage placed in the unit, or his If said lessor owns a less interest in the above deleases shall have the right to use, free of cost, all so of lessor. When requested by the lessor, lessee shall bury his No well shall be drilled nearer than 200 feet to the Lessee shall pay for all damages caused by its op Lessee shall have the right at any time to remo	other lands as to all wever, no unit for the ut distillate more that the field or allocate may be so prescribed in the leased premises of production were shall be treated for the shall be as below properties of other royalties royalty interest there escribed land than the proportion which his gas, oil and water properties below plow the house or barn now operations to growing creations to grow the growing to grow the growing to growing the growing to grow the growing the grow the growing the growing t	strata or any st production prin 640 acres; pro a producing alle or as may be u are located. Opportom the leased all purposes as ovided, and excually embraced in the rest bears to oduced on said law depth.	ratum or strata, for the anarily of oil shall embiouded that if any gover and the anarily of the anarily of the anarily of the anarily of the anarile and the anarile	he production primarily of ace more than 40 acres, or ernmental regulation shall ge per well, then any such of allowable. Lessee shall duction from the unit shall not the well or wells are and included in this lease the amount of any shut in counted. In respect to proroyalties stipulated herein acreage in the unit. e therein, then the royalties of fee. thereon, except water from a sent of the lessor.
nove casing.				
If the estate of either party hereto is assigned, a sof shall extend to their heirs, executors, admit I or royalties shall enlarge the obligations or di binding on the lessee until after the lessee has ee assigns this lease, in whole or in part, lesse ing subsequent to the date of assignment.	nistrators, successors minish the rights of I been furnished with	or assigns. How Lessee. No chan a written transf	wever, no change or d ge in the ownership of er or assignment or a	ivision in ownership of the the land or royalties shall true copy thereof. In case
All express or implied covenants of this leagulations, and this lease shall not be terminated, compliance is prevented by, or such failure is the restriction of the lessor shall be effective as to each lessor withstanding some of the lessors above named a party or parties who execute this lease as Lessor, Lessee may at any time and from time to timiling a release thereof to lessor, or by placing a release thereof to lessor by payment any morent by lessor, and be subrogated to the rights of the	in whole or in part, in sult of any such Law, on execution hereof may not join in the ealthough not named a e surrender this lease lease of record in the part it to the lands he title to the lands he holder thereof.	nor lessee held I Order, Rule or as to his or he xecution. hereo above. as to any part proper County. erein described, liens on the about the second county.	iable in damages, for f Regulation. interest and shall be f The word "Lessor" or parts of the leased and agrees that the le	ailure to comply therewith, binding on those signing, as used in this lease means if premises by delivering or assee shall have the right at
IN TESTIMONY WHEREOF, we	sign this the _	29 day	of <u>Decembe</u>	r , 19 <u>89</u>
at date		- Uu Vic	tor L. McClu	lung (
JNS		SS#	510-50-1555	
		Jan	nis D. McClum	Je Cluma
		SS#	511-62-1127	
:"1	10427 PAGE	112		10
9.7	—	Section of the sectio	Lessor	
Notas	1 Public 2	Section of the sectio	Lessor	se side

800K 0427 PAGE 11 STATE OF Kansas (ACKNOWLEDGMEN) TOR INDIVIDUAL) County of ... Cowley personally appeared Victor L. McClung and Janis D. McClung executed the same at heir free and voluntary act and deed, for the uses and purposes therein set forthing FER L. BROTHERS IN WITNESS WHEREOF I have hereunto set my official signature and affixed my official seal the Notary Public - State of Kanada My Appt. My commission expires ... 6 23 92 STATE OF. (ACKNOWLEDGMENT FOR INDIVIDUAL) County of rsonally known to me to be the identical person...... who executed the within and foregoing instrument, and acknowledged to me that free and voluntary act and deed, for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written. Notary Public (ACKNOWLEDGMENT FOR INDIVIDUAL) personally known to me to be the identical person...... who executed the within and foregoing instrument, and acknowledged to me that same as free and voluntary act and deed, for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my official seal the day and year first above written. Notary Public and Gas Lease Term 2 of Acres This

corporation, for the uses and purposes therein set forth.

My commission expires

Given under my hand and seal of office the day and year last above written

and acknowledged to me that executed the same as free and voluntary act and deed and as the free and voluntary act and deed of such

Notary Public

600K 0427 PAGE 115

EXHIBIT "B"

Prior to the Commencement of drilling operations, lessee and his assigns shall confer with lessor as to the proper routes of ingress and egress.

Lessee and his assigns shall also confer with Lessor concerning the desired location of oil storage tanks prior to the placement of said tanks.

Lessor shall have the privilege at his risk and expense of using gas from any well, producing gas only, on the leased premises for domestic and irrigation purposes, out of any surplus gas not needed for operations hereunder.

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EXHIBIT "A"

A tract of land in the Northwest Quarter of Section 6, Township 33 South, Range 3 East of the 6th P.M., said tract being a portion of Lots 3, 4, 5, and all of the Southeast Quarter of said Northwest Quarter; point of beginning being 375 feet South of the Northwest Corner of the Northwest Quarter and on the East line of the Northwest Quarter; thence West parallel with the North line of the Northwest Quarter and on a bearing of S89 degrees 18 minutes 44 seconds West a distance of 1,600 feet to a point; thence North 0 degrees 00 minutes 40 seconds East a distance of 254.34 feet to a point; thence South 87 degrees 55 minutes 22 seconds West a distance of 263.47 feet to a point; thence South 59 degrees 46 minutes 51 seconds West a distance of 299.84 feet to a point; thence South 33 degrees 26 minutes 38 seconds West a distance of 74.23 feet to a point; thence South 43 degrees 34 minutes, 57 seconds East a distance of 162.37 feet to a point; thence South 2 degrees 31 minutes 46 seconds East a distance of 432.78 feet to a point; thence South 17 degrees 57 minutes 59 seconds West a distance of 184.88 feet to a point; thence South 12 degrees 09 minutes 39 seconds West a distance of 184.88 feet to a point; thence South 11 degrees 46 minutes 17 seconds West a distance of 106.91 feet to a point; thence South 12 degrees 30 minutes 10 seconds East a distance of 693.72 feet to a point; thence South 41 degrees 37 minutes 09 seconds East a distance of 1,063.42 feet to a point on the South line of the Northwest Quarter; thence South 89 degrees 59 minutes 43 seconds East along the East line of to Northwest Quarter; thence North 0 degrees 59 minutes 40 seconds East along the East line of line a distance of 1,320.4 feet to the Southeast Corner of the Northwest Quarter a distance of 2,349.33 feet to the point of beginning containing conta

* West

S SSSOO OL OILY LLC 32099 51ST RD ARKANSAS CITY, KS 67005 Cowley County, KS Register of Deeds Tonl A. Long

Book: 1131 Page: 350-352

Receipt #: 79940 Pages Recorded: 3

Total Fees: \$55.00

Date Recorded: 12/11/2023 2:38:12 PM

ASSIGNMENT AND BILL OF SALE

Recorded at Request of Filer

STATE OF KANSAS

KNOW ALL PERSONS THAT:

QUAIL OIL & GAS, LC, P.O. Box K, Garden City, Kansas 67846 (Assignor), hereinafter referred to as Assignor, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration,, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY and ASSIGN unto Ol' Oily, LLC a Kansas Limited Liability Corporation, hereinafter referred to as Assignee, all of Assignor's RIGHT, TITLE and INTEREST in and to all Oil and Gas Leases described in Exhibit A attached hereto, including but not limited to oil and gas wells, equipment, contractual rights and obligations in the:

NW SE SW of Section 6-T33S-R3E, Cowley County, Kansas, more specifically described as the McClung #1 well, API # 15-035-23808 & Huff-McClung #2 SWD, API # 15-035-20377-0001

More specially described in Exhibit "A" attached hereto and including all of Assignor's interest in and to all hydrocarbon production therefrom, all rights-of-way and easements for lines and access, and all personal property located on the land, including, but without limitation, well equipment, casing, tubular inventory, tanks, pumps, compressors, motors, fixtures, flow lines, power lines, roads and other improvements. As a further consideration for the Assignment of Assignor's interest herein assigned and equipment associated therewith, Assignee does hereby agree to assume the obligation to plug the well and remove the surface equipment. It is Assignor's intent herein to convey all its Right, Title and Interest in the aforesaid personal property and lands to Assignee whether or not said interest is properly or completely described herein. Assignee shall assume responsibility to pay any and all unpaid or accrued ad valorem taxes, if any.

As additional legal consideration extended herein, the Assignor declares themselves to be the lawful owners of the working interests to be assigned, free and clear of all liens, encumbrances or adverse claims and that the Leases are valid and subsisting Leases upon the land and all rental or royalties due thereunder have been paid and all conditions necessary to keep the leases in full force have been duly performed.

Further, Assignee acknowledges that it has inspected all personal property conveyed herein and accepts it condition "as is". NOTWITHSTANDING ANYTHING CONTAINED TO THE CONTRARY IN ANY OTHER PROVISION OF THIS ASSIGNMENT, IT IS THE EXPLICIT INTENT OF EACH PARTY HERETO THAT ASSIGNOR IS NOT MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, BEYOND THOSE REPRESENTATIONS OR WARRANTIES EXPRESSELY GIVEN IN THIS ASSIGNMENT, AND IT IS UNDERSTOOD THAT, WITHOUT LIMITING SUCH EXPRESS REPRESENTATIONS AND WARRANTIES, ASSIGNEE TAKES THE ASSETS AS IS AND WHERE IS AND WITH ALL FAULTS. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECIDING SENTENCE, ASSIGNOR HEREBY (I) EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUE OR OTHERWISE, RELATING TO THE CONDITION OF THE ASSETS 9INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, OR THE PRESENCE

OR ABSENCE OF ANY HAZARDOUS MATERIAL IN OR ON, OR DISPOSED OF OR DISCHARGED FROM, THE ASSETS): AND (II) NEGATES ANY RIGHTS OF ASSIGNEE UNDER STATUES TO CLAIM DIMINUTION OF CONSIDERATION AND ANY CLAIMS BY ASSIGNEE FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOW OR UNKNOWN, IT BEING THE INTENTION OF ASSIGNOR AND ASSIGNEE THAT THE ASSETS ARE TO BE ACCEPTED BY ASSIGNEE IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

This Assignment and Bill of Sale is dated this 29 day of November, 2023, but effective for all purposes as of October 1, 2023.

ASSIGNOR

Quail Oil & Gas, LC, a Kansas Limited Liability Corporation

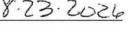
Name: Wray Valentine Title: Managing Member

ACKNOWLEDGEMENT

STATE OF KANSAS)	
COUNTY OF FINNEY)	§

This instrument was acknowledged before me on this 3-10 day of 1000 way 2023 by Wray Valentine, as Managing Member of Quail Oil & Gas. LC.

Commission Expires: 8.23.2026





ASSIGNEE

Ol' Oily, LLC, a Kansas Limited Liability Corporation

BY:

Name: Andy Wadleigh Title: Managing Member

ACKNOWLEDGEMENT

STATE OF KANSAS)		
COUNTY OF COWLEY) 8		
This instrument was acknowledge, as Managing Member of	마리 (B.) (B.) (B.) (B.) (B.) (B.) (B.) (B.)	day of	2023 by Andy
Commission Expites:	Notary Pub	lic	

Exhibit "A"

Lessor:

James H. McClung and Dianna L. McClung, husband and wife and Victor L.

McClung and Janis D. McClung, husband and wife

Lessee:

R.T. Brewer, DBA Petroleum Investors

Date:

December 29, 1988

Recorded:

January 12, 1989

Book:

413 Page: 531-534

Description:

Lots 6 & 7, NE 1/4 SW 1/4 N 1/2 SE 1/4 SW 1/4 SE 1/4 and two acres in the extreme

Northwest corner of Lot 2 in Sec 7, including all accretion and riparian rights, 210

acres more or less, in Section 6-T33S-3E, Cowley County, Kansas.

Lessor:

Victor L. McClung and Janis D. McClung, husband and wife

Lessee:

R.T. Brewer, DBA Petroleum Investors

Date:

December 29, 1989

Recorded:

January 12, 1990

Book:

427 Page: 112

Description:

NW ¼ (portion of Lots 3,4,5, SE ¼ NW ¼), 107 acres more or less, in Section 6-

T33S-3E, Cowley County, Kansas..