

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: _____

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 _____

KDOR Lease No.: _____

[illegible]

* 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: _____

2024-1706

DATE RECORDED: 12/19/2024 02:17:45 PM

ASSIGNMENT AND CONVEYANCE

RECORDING FEE 82.00

TECHNOLOGY FEE 18.00

HERITAGE TRUST FEE 6.00

IMPERATOR INVESTMENTS LLC, a Kansas limited liability company (hereinafter referred to as "**ASSIGNOR**"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, transfer, convey and assign unto **INDEPENDENCE ENERGY LLC**, a Kansas limited liability company (hereinafter referred to as "**ASSIGNEE**"), all **ASSIGNOR**'s right, title and interest in and to the land, property and oil and gas interests (and all property covered thereby) described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "**Property**").

The **Property** shall include all of **ASSIGNOR**'s mineral fee and surface fee interests, leasehold interest, working interests, royalty interests, overriding royalty interests, interests in production, net profits interest, and all other interests, contracts and agreements in or associated with said **Property** further described on Exhibit "A".

It is agreed between **ASSIGNOR** and **ASSIGNEE** that this Assignment and Conveyance is made subject to the following:

1. The terms, conditions, representations, warranties, indemnifications, covenants, and obligations contained in the oil and gas leases, contracts and agreements included in the **Property** and **ASSIGNEE** hereby accepts and agrees to be bound by and to comply with all such terms and conditions.
2. Any and all valid and existing licenses, rights-of-way, easements, leases, grants, covenants, conditions, restrictions, exceptions and reservations affecting the **Property**.
3. To the extent assignable, any and all valid and existing licenses, rights-of-way, easements, leases, grants, covenants, conditions, restrictions, exceptions and reservations affecting the **Property**.
4. For the avoidance of doubt, the oil, gas, and mineral lease described and set forth in Exhibit "A", including assumption of all liabilities, responsibilities, and obligations associated with or arising thereunder, together with all of Assignor's other right, title and interest in and to the land covered by such Leases, including without limitation, all mineral, royalty and overriding royalty interests and all other interests in or rights to payments from or out of production, and all rights, privileges and obligations appurtenant to those interests.
5. All rights and interests in any unit or pooled area in which the leases are included, to the extent that these rights and interests arise from and are associated with the leases, including without limitation to all rights derived from any unitization, pooling, operating, comunitization or other agreement or from any declaration or order of any governmental authority.
6. All equipment, facilities, pipelines, pipeline laterals, gathering systems, platforms, well pads, tanks batteries, improvements, fixtures, inventory, spare parts, tools, materials, and other personal property of the leases or used in developing or operating the leases or producing,

treating storing, compressing, processing or transporting hydrocarbons on or from the leases insofar and only insofar as the same relate to the leases.

7. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND IN THE AGREEMENT, THE TRANSACTION CONTEMPLATED HEREBY SHALL BE WITHOUT ANY WARRANTY OR REPRESENTATION OF TITLE, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITHOUT ANY EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION AS TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM VICES OR DEFECTS, CONFORMITY TO MODELS OR SAMPLES OF MATERIALS OR MERCHANTABILITY OF ANY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PURPOSE AND WITHOUT ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER. ASSIGNEE SHALL HAVE INSPECTED OR WAIVED ITS RIGHT TO INSPECT THE INTERESTS FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE, RELEASE OR DISPOSAL OF HAZARDOUS SUBSTANCES, AND THE CONDITION OF ANY WELL CASING, TUBING OR DOWNHOLE EQUIPMENT. ASSIGNEE IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE PROPERTY, AND ASSIGNEE SHALL ACCEPT ALL OF THE SAME IN THEIR "AS IS, WHERE IS" CONDITION. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE PROVIDED FOR IN THE AGREEMENT. IN ADDITION, ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION OR MATERIALS NOW, HERETOFORE OR HEREAFTER FURNISHED OR MADE AVAILABLE TO ASSIGNEE IN CONNECTION WITH THE AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY DESCRIPTION OF THE PROPERTY, PRICING ASSUMPTIONS, OR QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE PROPERTY OR THE ABILITY OR POTENTIAL OF THE PROPERTY TO PRODUCE HYDROCARBONS OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY OR ANY OTHER MATTERS CONTAINED IN THE PROPRIETARY DATA OR ANY OTHER MATERIALS FURNISHED OR MADE AVAILABLE TO ASSIGNEE BY ASSIGNOR OR BY ASSIGNOR'S AGENTS OR REPRESENTATIVES. ANY AND ALL SUCH DATA, RECORDS, REPORTS, PROJECTIONS, INFORMATION AND OTHER MATERIALS FURNISHED BY ASSIGNOR OR OTHERWISE MADE AVAILABLE TO ASSIGNEE ARE PROVIDED ASSIGNEE AS A CONVENIENCE AND SHALL NOT CREATE OR GIVE RISE TO ANY LIABILITY OF OR AGAINST ASSIGNOR. ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT ASSIGNEE'S SOLE RISK TO THE MAXIMUM EXTENT PERMITTED BY LAW.

THIS ASSIGNMENT shall be effective as of September 27th, 2024, and thereafter shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned parties have executed this Assignment and Conveyance as of the 27 day of September 2024.

ASSIGNOR:

IMPERATOR INVESTMENTS LLC,
a Kansas limited liability company

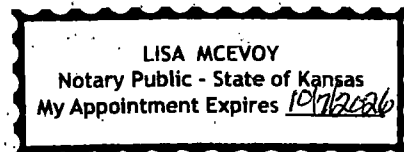
By: _____
Name: John Wires

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

On this 27th day of September 2024, before me, Lisa McEvoy, the undersigned Notary Public in and for the State of Kansas, personally appeared **JOHN WIRES**, as **member and authorized representative of IMPERATOR INVESTMENTS LLC** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lisa McEvoy Kansas
Notary Public in and for said State.



IN WITNESS WHEREOF, the undersigned parties have executed this Assignment and Conveyance as of the 16th day of September 2024.

December

ASSIGNEE:

INDEPENDENCE ENERGY LLC,
a Kansas limited liability company

By: *[Signature]*
Name: Matthew Layton
Title: President

STATE OF _____)
COUNTY OF _____) ss.

On this ____ day of September 2024, before me, _____, the undersigned Notary Public in and for the State of _____, personally appeared **MATTHEW LAYTON, as President of INDEPENDENCE ENERGY LLC** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

** See Attached for Notary Public #ms*
Notary Public in and for said State.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On 12/16/2024 before me, Nicole Agulto, Notary Public
(insert name and title of the officer)

personally appeared Matthew Layton
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Nicole Agulto

(Seal)



Exhibit A
Property

The Southeast Quarter (SE/4) of Section 28, Township 25 South, Range 18, East of the 6th P.M., Allen County, Kansas.

Working Interest

Imperator Investments LLC

Operator Rights