

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, CONVEYANCE AND BILL OF SALE

THE STATE OF KANSAS

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COUNTY OF BARTON

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This Assignment, Conveyance and Bill of Sale ("Assignment") is made by THRESHER ENERGY, INC., a Delaware corporation, whose mailing address is 2 Northpoint Drive, Suite 800, Houston, Texas 77060 (herein called "Assignor"), to GRAND MESA OPERATING COMPANY, a Kansas corporation, whose mailing address is 1700 N. Waterfront Parkway, Building 600, Wichita, Kansas 67206 (herein called "Assignee").

Assignor, in consideration of One Hundred Dollars (\$100.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver unto Assignee, subject to the terms, provisions and reservations hereinafter set forth, all of its right, title and interest in and to the following described properties and rights (herein called the "Assets"), to-wit:

(a) the oil and gas leases, saltwater disposal agreements, and lands, and other property, if any, described in Exhibit "A" attached hereto and made a part hereof (which leases, lands and other property are hereinafter collectively called the "Leases"), together with a like interest in and to all property, interests and rights incident or in any way relating to the Leases, including acreage pooled or unitized therewith, or which are useful or appropriate in exploring for, developing, operating, producing, treating, storing, marketing and transporting oil, gas and other minerals in, under and that may be produced from the Leases, including contracts, agreements, rights-of-way, easements, licenses, permits and orders, insofar and only insofar as the same pertain to the Leases;

(b) the wells on the Leases, specifically including the wells described in Exhibit "A-1" attached hereto and made a part hereof (the "Wells"), and all physical property, well and lease equipment and surface equipment such as casing, tubing, connections, rods, pipe, lines, gathering systems, compressors, separators, tanks, connections, pumps, machinery, tools, materials, supplies, inventory, buildings and other property and equipment of every kind, located upon or used in connection with the Leases; and

(c) All of the files, records, and data of Assignor relating to the items described in subsections (a) and (b) above (the "Records"), including, without limitation, lease records, well



records, and division order records; well files and prospect files; title records (including abstracts of title, title opinions and memoranda, and title curative documents related to the Leases); contracts and contract files; correspondence; computer data files; micro-fiche data files; production records, electric logs, core data, pressure data, decline curves and graphical production curves; and accounting records, to the extent only that the Records can be transferred without violation of any third-party restriction and are not protected by Assignor's attorney-client privilege. The Records do not include any appraisals or other evaluation materials related to Assignor's preparation of the Subject Interests for sale hereunder, any reservoir and/or development studies prepared by or on behalf of Assignor, nor any geological, geophysical and seismic records, interpretations, data, maps and information, nor any of Assignor's income tax returns or files related thereto.

(d) the unsold oil in storage attributable to the Leases and Wells ("**Stored Oil**").

SAVE AND EXCEPT the assets and properties described in Exhibit C attached hereto (the "**Excluded Assets**") which are specifically hereby retained and reserved by Assignor.

TO HAVE AND TO HOLD all and singular the Assets, together with all rights, titles, interests, estates, remedies, powers and privileges thereunto appertaining unto Assignee and Assignee's successors and assigns forever; and Assignor binds itself and its successors to warrant and forever defend all and singular the Assets unto the Assignee and Assignee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Assignor, but not otherwise, subject, however, to the following matters:

1. By its acceptance hereof, Assignee, for itself and its successors and assigns, assumes and agrees to observe, fulfill and comply with its proportionate share of the terms, provisions, obligations, royalties, overriding royalties, reservations, reversions, depth limitations and covenants, express and implied, set forth in the Leases and in all valid and subsisting (a) assignments, deeds, conveyances, and other instruments in, or disclosed by instruments in, the chain of title to Assignor, (b) other instruments in or disclosed by the public record, (c) pooling or unitization agreements and declarations, (d) operating agreements, (e) contracts, including all applicable oil or gas sales contracts, (f) matters known to Assignee, (g) matters visible and apparent on the ground, (h) applicable federal, state and municipal statutes, ordinances, rules and regulations, (i) other instruments, agreements and matters to which the Leases or production from the Leases are subject, insofar as any of the foregoing cover and pertain to the interest herein assigned, (j) assume and be responsible for the environmental condition of the Subject Interests prior to and after the Effective Time, and Assignee agrees to indemnify and hold Assignor, its successors and assigns, harmless from Assignee's failure to observe, fulfill and comply therewith.

2. By its acceptance hereof, Assignee, for itself and its successors and assigns, agrees that at such time as any well on the Leases and/or Lands is abandoned, such well will be properly plugged and abandoned in accordance with applicable statutes, rules and regulations of any governmental authority exercising jurisdiction over the Assets pertaining to the plugging and abandonment of wells at the time of such plugging and abandonment.

3. **THIS ASSIGNMENT IS MADE BY ASSIGNOR AND ACCEPTED BY ASSIGNEE WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR**



REPRESENTATION BY ASSIGNOR AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE OF ANY OF THE TANGIBLE PERSONAL PROPERTY, FIXTURES, WELLS OR EQUIPMENT COMPRISING THE ASSETS; AND ALL EXPRESS AND IMPLIED WARRANTIES AND REPRESENTATIONS WITH RESPECT TO SUCH PERSONAL PROPERTY ARE EXPRESSLY DISCLAIMED BY ASSIGNOR. ASSIGNEE ACKNOWLEDGES THAT ASSIGNEE HAS INSPECTED THE ASSETS AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND THAT ASSIGNEE ACCEPTS ALL INTERESTS HEREUNDER IN THEIR "AS IS, WHERE IS" CONDITION. IN ADDITION, ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, INFORMATION OR MATERIALS HERETOFORE OR HEREAFTER FURNISHED TO ASSIGNEE IN CONNECTION WITH THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE ASSETS OR THE ABILITY OF THE ASSETS TO PRODUCE HYDROCARBONS, EXCEPT TO THE EXTENT ASSIGNOR'S OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, REPRESENTATIVES OR AGENTS HAVE ACTUAL KNOWLEDGE THAT ANY OF SUCH INFORMATION, DATA, OR MATERIALS ARE MATERIALLY FALSE OR MISLEADING.

4. This Assignment is made pursuant to the terms of that certain Purchase and Sale Agreement dated January 28, 2025, between Assignor and Assignee (the "**Purchase and Sale Agreement**") to which reference is here made for all purposes, and in the event of any conflict or ambiguity between the terms of this Assignment and the terms of the Purchase and Sale Agreement, the terms of the Purchase and Sale Agreement shall prevail and control in all cases.

Assignor also hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable, the benefit of and the right to enforce the covenants and warranties, if any, which Assignor is entitled to enforce with respect to the Assets against Assignor's predecessors in title to the Assets.

The references herein to liens, encumbrances, burdens, defects and other matters are for the purpose of defining the nature and extent of the respective rights and obligations of the parties hereto as among themselves, and shall not be deemed to ratify or create any rights or interests in third parties.

This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts taken together shall constitute but one and the same instrument.

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

[The remainder of this page is intentionally left blank.]



EXECUTED as of the date of the acknowledgments below, but effective for all purposes as of the beginning of the day on February 1, 2025 (the "Effective Time").

Assignor:

THRESHER ENERGY, INC.

By: 

Name: Keith L. Fite

Title: Executive Vice President

Assignee:

GRAND MESA OPERATING COMPANY

By: 

Name: Michael J. Reilly

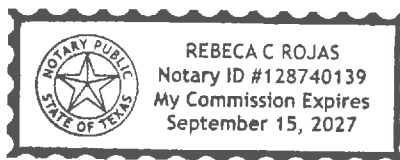
Title: President


THE STATE OF TEXAS

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COUNTY OF HARRIS

This instrument was acknowledged before me this 4th day of March, 2025, by Keith Fite, Executive Vice President of Thresher Energy, Inc., a Delaware corporation, on behalf of said corporation.




Notary Public in and for the State of Texas

Printed Name Rebecca Rojas
My Commission Expires Sept 15th - 2027

Printed Name _____

My Commission Expires _____

THE STATE OF KANSAS

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COUNTY OF SEDGWICK

This instrument was acknowledged before me this 4th day of March, 2025, by Michael J. Reilly, President of Grand Mesa Operating Company, a Kansas corporation, on behalf of said corporation.

My Appointment Expires:




Notary Public

Printed Name Natasha Fosse

WTH

“EXHIBIT A”
Leases

BARTON COUNTY, KANSAS

KS001-BAR-034-00

Date: 3/30/2006
Recorded: Book 613 Page 3535
Lessors: ROBERT E. BUTTON
Lessee: FUTURE ACQUISITION I, LP
Description: 77 ac more or less being described as the W/2NW/4 less a tract in Sec.29, T19S, R15W in Barton County, KS

KS001-BAR-139-00

Date: 10/27/2006
Recorded: Book 613 Page 8097
Lessors: LOY E. POTTS and DOLORES I. POTTS, husband and wife
Lessee: J. FRED HAMBRIGHT, INC.
Description: 160 ac more or less being described as the NE/4 of Sec. 29, T19S, R15W in Barton County, KS

KS001-BAR-140-00

Date: 10/27/2006
Recorded: Book 613 Page 8098
Lessors: LOY E. POTTS and DOLORES I. POTTS, husband and wife
Lessee: J. FRED HAMBRIGHT, INC.
Description: 80 ac more or less being described as the E/2NW/4 of Sec. 29, T19S, R15W in Barton County, KS

Easements and Rights-of-Way Assigned

Right-of-Way dated effective September 15, 2009, recorded in Book 615, Page 5345, from Robert E. Button and Coralie J. Button, husband and wife, and Future Petroleum Company, LLC, covering the W/2 NW/4 of Section 29-T29S-R15W.

Easement dated effective September 15, 2009, recorded in Book 615, Page 5346, from Robert E. Button and Coralie J. Button, husband and wife, and Future Petroleum Company, LLC, covering the W/2 NW/4 of Section 29-T29S-R15W.

mt

“EXHIBIT A-1”
Wells

15-009-25294	Button 1-29	Thresher	BARTON	KS
15-009-20685	GAGLEMAN 1	Thresher	BARTON	KS

man

“EXHIBIT C”
Excluded Assets

The following properties and assets are part of the Excluded Assets and shall not be transferred from Seller to Buyer pursuant to this Agreement or otherwise: (i) all corporate, financial, legal, and tax records of Seller; (ii) all deposits, cash, checks in process of collection, cash equivalents, and funds attributable to the Subject Interests for the period prior to the Effective Time; (iii) all rights, interests, and claims that Seller may have under any policy of insurance or indemnity, surety bond, or any insurance or condemnation proceeds or recoveries from third persons relating to property damage or casualty loss affecting the Subject Interests occurring prior to the Effective Time; (iv) all claims, whether in contract, in tort, or arising by operation of law, and whether asserted or unasserted as of the Closing Date, that Seller may have against any person arising out of acts, omissions, or events, or injury to or death of persons or loss or destruction of or damage to property, relating in any way to, the Subject Interests that occurred prior to the Effective Time; provided, however, that no such claim may be settled, compromised, or otherwise resolved in a manner that results in an obligation to be borne by Buyer or the Subject Interests on and after the Effective Time without the prior written consent of Buyer, which shall not to be unreasonably withheld or delayed; (v) all exchange-traded futures contracts and over-the-counter derivative contracts of Seller as to which Seller has an open position as of the Effective Time; (vi) any and all rights to use Seller's names, marks, trade dress or insignia, or to use the name of Seller, and all of Seller's intellectual property, including, without limitation, proprietary or licensed computer software, patents, trade secrets, copyrights, geological and geophysical information and data (including, without limitation, conventional 2-D and 3-D seismic data) owned by Seller or licensed from third persons, and Seller's proprietary interpretations thereof, economic analyses and pricing forecasts; (vii) all geological and geophysical data owned by Seller; (viii) all amounts due or payable to Seller as adjustments to insurance premiums related to the Subject Interests for periods prior to the Effective Time; (ix) all claims of Seller for any tax refunds and loss carry-forwards and carry-backs with respect to any taxes relating to the Subject Interests for periods prior to the Effective Time; (x) all audit rights and all amounts due or payable to Seller as refunds, adjustments or settlements of disputes arising under any contracts, agreements or arrangements related to the Subject Interests attributable to periods prior to the Effective Time; and (xi) all other interests, rights, properties and assets of Seller not located on or used in connection with the Subject Interests or otherwise specifically included in the definition of the Subject Interests.

