KOLAR Document ID: 1839994

### 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:	ı		
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		
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 zone(s).		
Surface Pit Permit No.:	feet from N / S Line of Section		
(API No. if Drill Pit, WO or Haul)	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:		
Nov. On anatoria Faraili			
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 a	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		
DIGITALIST	PROPULATION		
DISTRICT EPR I	PRODUCTION UIC		

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#### Side Two

#### Must Be Filed For All Wells

KDOR Lease No.:					
* Lease Name:			_ * Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Sec (i.e. FSL = Feet from		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle:</i> 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 _		
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		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.

<sup>\*</sup> 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.

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#### 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 #	Well Location:
Name:	Sec Twp S. R East _ West
Address 1:	County:
Address 2:	
City: State: Zip:+	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
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:	
City:	
the KCC with a plat showing the predicted locations of lease roa	(Cathodic Protection Borehole Intent), you must supply the surface owners and ads, tank batteries, pipelines, and electrical lines. The locations shown on the plat attered 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 provided the following to the surface owner(s) of the Form C-1, Form CB-1, Form T-1, or Form CP-1 that I C-1 or Form CB-1, the plat(s) required by this form; and	Notice Act (see Chapter 55 of the Kansas Statutes Annotated), I have land upon which the subject well is or will be located: 1) a copy of the am filing in connection with this form; 2) if the form being filed is a Form d 3) my operator name, address, phone number, fax, and email address.  her(s). I acknowledge that, because I have not provided this information,
the KCC will be required to send this information to the	e surface owner(s). To mitigate the additional cost of the KCC performing and address of the surface owner by filling out the top section of this form
If choosing the second option, submit payment of the \$30.00 has form and the associated Form C-1, Form CB-1, Form T-1, or Fo	randling fee with this form. If the fee is not received with this form, the KSONA-1 orm CP-1 will be returned.
I hereby certify that the statements made herein are true and co	orrect to the best of my knowledge and belief.
Date: Signature of Operator or Agent:	Title:

#### PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered this 18th day of April, 2025, by and between: Joe Gerstner Oil, LLC (hereafter "Seller") and Great Plains Petroleum, Inc. (hereafter "Purchaser") (Seller and Purchaser are sometimes collectively referred to as "Parties").

**WHEREAS** the parties desire to enter into this agreement for the purchase and sale of properties included in Exhibit "A", on the terms set out herein.

#### **NOW THEREFORE**, the Parties agree as follows:

- 1. Agreement to Buy and Sell. Purchaser agrees to buy, and Seller agrees to sell, the items shown on Exhibit "A" (hereafter collectively the Properties), upon the terms set out herein. The Properties include, all oil and gas leasehold interests and working interests, on the assigned acreage, and future liability, on the assigned acreage, well data of all types on the purchased properties, rights-of-way, easements, rights in unit agreements, spacing or pooling orders, joint operating agreements, and any other related agreements, all surface and down-hole equipment, gathering systems, fixtures, and other personal property used or obtained in connection therewith (each of which is herein referred to as a "Property", and all of which are collectively referenced to as the "Properties").
- 2. <u>Purchase Price</u>. The total purchase price for the Properties shall be EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$80,000.00) and shall be paid by the Purchaser on or before April 18, 2025.
- 3. <u>Closing</u>. The sale contemplated hereby shall close at the offices of the Seller on or before the 18th day of April, 2025, (hereinafter "Closing") at which time the payment in the amount of \$80,000.00, shall be delivered to Seller.
- 4. **Prorations**. All expenses and income derived from the Property shall be effective April 1, 2025. Seller has received all income which accrued prior to the Effective Date. Seller has paid all taxes, assessments, expenses, and charges and received all income before the Effective Date. Purchaser shall pay all taxes, assessments, expenses, and charges and receive all income which accrues from the Property on the day of and after the Effective Date. The parties shall make a good faith attempt to allocate such income and expenses prior to Closing. In the event that the Parties cannot determine the exact amount of taxes before Closing, such prorated amounts will be resolved before taxes are paid on the property. Seller will continue to oversee operations until Closing.
- 5. **Effective Date.** The Effective Date of the transaction contemplated hereby shall be the 1st day of April, 2025 (hereinafter "Effective Date").
- 6. <u>Operations after Closing</u>. Seller will continue to oversee operations until Closing. Purchaser shall assume operations of the Properties at Closing and from and after Closing, Purchaser shall have full responsibility for the Properties and shall protect, defend, and

indemnify Seller from all losses, claims, demands, suits, causes of action and sanctions of every kind known or unknown, including reasonable attorney's fees and court costs, arising from the operation of the Properties from and after closing, or in any way pertaining to the leases described in Exhibit "A" and or any other Properties in this Agreement.

- 7. <u>Delivery of T-1 and Taxes</u>. Upon closing on April 18, 2025 and payment of \$80,000, Seller will deliver executed T-1 forms to the Kansas Corporation Commission.
  - a. All individual Properties that are subject to taxes and assessments not yet due and payable at the time of Closing will be prorated. Purchaser to pay 67% and Seller to pay 33%.
  - b. All assignments of the Properties will be delivered without warranty of any kind, express or implied; however, Seller does warrant that no interest in the Properties will be assigned or encumbered between the date of title examination and the closing of the sale contemplated by this Agreement.
- 8. **Failure of Seller to Close**. At the closing date, if Seller fails to deliver the T-1 required by this Agreement or if encumbrances of any of the Properties are recorded as prohibited by paragraph 7.b hereof, and Purchaser is then ready, willing and able to close and is not then in default under paragraph 10 hereof, Seller shall be in default and this Agreement shall terminate.
- 9. <u>Failure of Purchaser to Close</u>. At the closing date, if Purchaser shall fail to pay Seller the purchase amount of \$80,000.00, and Seller is not in default under paragraph 8 hereof, Purchaser shall be in default and this Agreement shall terminate.
- 10. **Default by Seller and Purchaser**. If, at the closing date, both parties hereto are in default as provided in paragraphs 8 and 9 hereof, this Agreement shall terminate.
- 11. <u>Binding on heirs and assigns</u>. Unless otherwise provided herein, these terms and conditions will be binding on and inure to the benefit of Purchaser and Seller and their respective heirs, representatives, successors, and assigns.
- 12. <u>Venue and Jurisdiction</u>. Seller and Purchaser expressly agree that the laws of the State of Kansas govern the validity, construction, interpretation, and effect of this Agreement. Venue for any claims hereunder shall be in any court of competent jurisdiction located within the State of Kansas.
- 13. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, documents, or other instruments with respect to the matters covered hereby. The Parties make, and have made, no oral agreements or undertakings pertaining to the subject matter of this Agreement, except for any that are no longer in effect. In the event of any irreconcilable conflict between the terms of this Agreement and any assignments or bills of sale contemplated hereby, the terms of this Agreement shall be controlling.

- 14. <u>Waiver</u>. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
- 15. <u>Amendments</u>. This Agreement cannot be amended except by a writing signed by both parties.
- 16. <u>Captions</u>. The captions in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.
- 17. <u>Notices</u>. In the event either party is required to provide notice to the other party, such notice shall be by hand-delivery, facsimile (if the confirmation sheet is retained as proof of delivery) with follow up by regular mail, certified mail, return receipt requested, or overnight delivery service. Notice shall be deemed given when received. Notice shall be sent to the following addresses:

Seller: GREAT PLAINS PETROLEUM, INC. 221 CIRCLE DR WICHITA, KS 67218

Purchaser: JOE GERSTNER OIL, LLC PO BOX 509 NESS CITY, KS 67560

18. <u>Counterparts and Facsimile Signatures</u>. This Agreement may be executed in any number of counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one instrument. In making proof of this Agreement, it shall not be necessary to account for more than one counterpart executed by the party against whom enforcement is sought. Facsimile signatures are binding on the party providing the facsimile signature.

IN WITNESS WHEREOF, the parties have affixed their signatures below on the date written above.

Seller:	Purchaser:
GREAT PLAINS PETROLEUM, INC.	JOE GERSTNER OIL, LLC
By Rod Phares, President	ByAndrew Stenzel, Co-Manager

- 14. <u>Waiver</u>. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
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Seller:	Purchaser:
GREAT PLAINS PETROLEUM, INC.	JOE GERSTNER OIL, LLC
By	By Judy from
Rod Phares, President	Andrew Stenzel, Co-Manager

Attached to and made a part of that certain Purchase and Sales Agreement dated April 18, 2025 by and between Great Plains Petroleum, Inc. ("Seller") and Joe Gerstner Oil, LLC ("Purchaser")

### EXHIBIT "A"

Lease Name	<b>Legal Description</b>
Rupp A #1	SW/4 33-16S-25W, Ness Co, Kansas
Rupp A #3	SW/4 33-16S-25W, Ness Co, Kansas
Rupp A #4 SWD	SW/4 33-16S-25W, Ness Co, Kansas