

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:

- 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

_____ is acknowledged as 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 _____

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,

John L. Driscoll and/or Yvonne K. Driscoll, JT

hereinafter referred to as "Assignor," for and in consideration of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, and set over unto Joe Gerstner Oil, LLC, hereinafter called "Assignee," all right, title and working interest in and to the oil and gas leases described in Exhibit "A" attached hereto, together with the rights incident thereto and the personal property thereon, appurtenant thereto, or used or obtained in connection therewith.

This Assignment is subject to its proportionate share of overriding royalty interest of record.

This Assignment is executed by Assignor without warranty of title, express or implied.

All of the provisions of this Assignment shall be available to and binding upon the respective heirs, executors, administrators, successors, and assigns of the Assignor and Assignee herein.

This Assignment shall be effective as of ~~February 1, 2026~~ *March 1 2026*

EXECUTED this 5th day of February, 2026.

By *John L. Driscoll*
John L. Driscoll

By *Yvonne K. Driscoll*
Yvonne K. Driscoll

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF RUSSELL)

Before me, the undersigned, a Notary Public, within and for the County and State, on this 5th day of February, 2026, personally appeared *John L. Driscoll*
Yvonne K. Driscoll

IN WITNESS WHEREOF, I have set my hand and official seal the day and year last above written.

My appointment expires:

Madison Waggoner
Notary Public

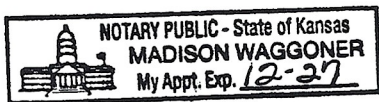


EXHIBIT "A"

(To that certain Assignment from John L. Driscoll and Yvonne K. Driscoll, JTWRS to Joe Gerstner Oil, LLC).

Lessor: Julian J. O'Connor and Vivian O'Connor
Lessee: M.L. Findlay
Date: May 6, 1944
Book: 00
Page: 424
Legal Description: The West Half of the Northeast Quarter (W/2 NE/4) of Section Thirteen (13), Township Eleven (11) South, Range Twenty-One (21) West, Trego County, Kansas.

Lessor: Marie E. Proper, a widow
Lessee: F & M Oil Co., Inc.
Date: February 20, 1974
Book: A44
Page: 117
Legal Description: The Southeast Quarter of the Northwest Quarter of the Northeast Quarter (SE/4 NW/4 NE/4) of Section Twelve (12), Township Eleven (11) South, Range Twenty-One (21) West, Trego County, Kansas.

Lessor: Henry C. Walz, et ux.
Lessee: David Huffstutter
Date: March 31, 1949
Book: SS
Page: 476
Legal Description: The West Half of the Southeast Quarter (W/2 SE/4) of Section Twelve (12), Township Eleven (11) South, Range Twenty-One (21) West, Trego County, Kansas.

Lessor: Rose Ester Walz, et al.
Lessee: Davis Brothers
Date: March 18, 1953
Book: JJJ
Page: 234
Legal Description: The West Half of the Northwest Quarter (W/2 NW/4) of Section Twelve (12), Township Eleven (11) South, Range Twenty-One (21) West, Trego County, Kansas.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (“Agreement”) is entered this ___ day of February, 2026, by and between: ROYAL DRILLING, INC. (hereafter “Seller”) and JOE GERSTNER OIL, LLC, (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, 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. **Purchase Price.** The total purchase price for the Properties shall be ONE HUNDRED AND NINETY-FIVE THOUSAND DOLLARS AND NO CENTS (\$195,000.00), and shall be paid by the Purchaser on or before February 5, 2026.

3. **Closing.** The sale contemplated hereby shall close at the offices of the Seller on or before the 5th day of February 2026, at 10:00 a. m. CDT (hereinafter “Closing”) at which time the payment in the amount of \$195,000, shall be delivered to Seller.

4. **Prorations.** All expenses and income derived from the Property shall be effective February 1, 2026. 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. 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 February 2026, at 7:00 a.m. CDT (hereinafter “Effective Date”).

6. **Operations after Closing.** 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

March 1
2026
jo
AS

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. **Delivery of Assignments.** Upon closing on February 5, 2026 and payment of \$195,000.00, Seller will deliver to Purchaser, fully executed assignments in the form attached as Exhibit "B".

- a. Seller agrees to deliver the fully executed assignments.
- b. The assignments shall be governed by the terms of this Agreement and if there are any other provisions in the Assignments that are inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

8. **Title.** The parties stipulate and agree as follows:

- a. Seller will deliver assignments of all its right, title, and working interest in the Properties,
- 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.

9. **Lease Files.** Seller agrees to turn over Copies (hard or electronic) of all lease files, land files, well files; gas and oil sales contract files; gas processing files; division order files, abstracts, title opinions, land surveys, logs, maps, and other books, records, data, files, and accounting records, in each case to the extent directly related to the Assets, or used or held for use primarily in connection with the maintenance or operation thereof, but excluding (i) any books, records, data, files, maps and accounting records to the extent disclosure or transfer is restricted by third-party agreement or applicable law and the required consents to transfer are not obtained prior to Closing, (ii) computer or communications software or intellectual property (including tapes, codes, data and program documentation and all tangible manifestations and technical information relating thereto), (iii) attorney-client privileged communications and work product of Assignor's legal counsel (other than title opinions), (iv) reserve studies and evaluations, and (v) records relating to the negotiation and consummation of the sale of the Assets (subject to such exclusions, the "**Records**"); and all geological and geophysical data (including all seismic data, including reprocessed data) to the extent such data is not subject to any confidentiality restrictions (the "**Geologic Data**").

10. **Failure of Seller to Close.** At the closing date, if Seller fails to deliver the assignments required by this Agreement or if assignments or encumbrances of any of the Properties are recorded as prohibited by paragraph 8.b hereof, and Purchaser is then ready, willing and able to

close and is not then in default under paragraph 11 hereof, Seller shall be in default and this Agreement shall terminate.

11. **Failure of Purchaser to Close.** At the closing date, if Purchaser shall fail to pay Seller the purchase amount of \$195,000.00 and Seller is not in default under paragraph 10 hereof, Purchaser shall be in default and this Agreement shall terminate.

12. **Default by Seller and Purchaser.** If, at the closing date, both parties hereto are in default as provided in paragraphs 10 and 11 hereof, this Agreement shall terminate.

13. **Binding on heirs and assigns.** 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.

14. **Venue and Jurisdiction.** 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.

15. **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.

16. **Waiver.** 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.

17. **Amendments.** This Agreement cannot be amended except by a writing signed by both parties.

18. **Captions.** 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.

19. **Notices.** 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:

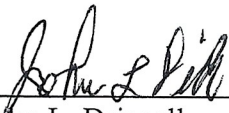
Seller:
ROYAL DRILLING, INC
PO BOX 509
RUSSELL, KS 67560

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

20. **Counterparts and Facsimile Signatures.** 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:
ROYAL DRILLING, INC

By  _____
John L. Driscoll, _____

Purchaser:
JOE GERSTNER OIL, LLC


By  _____
Andrew Stenzel, Co-Manager

EXHIBIT "A"

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Lessee: M.L. Findlay
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Book: 00
Page: 424
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