

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: _____

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

_____ 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: _____

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into on this 1st day of May, 2025, by and between SCZ Resources, LLC, a Texas limited liability company, with offices at 8614 Cedarspur Drive, Houston, Texas 77055 ("*Seller*") and Independence Energy, LLC, a Kansas limited liability company, with offices at 1396 S. Dakota Rd, Iola, Kansas 66749 ("*Buyer*").

WITNESSETH:

1. **Assets Sold and Purchased.** *Seller* agrees to sell and convey, and *Buyer* agrees to purchase and pay for, the following:

- (a) The oil and gas leases located in Allen, Miami, and Wilson Counties, Kansas, described in Exhibit "A" attached hereto (the "*Leases*");
- (b) All of the oil and gas wells located upon the *Leases* as described in Exhibit "B" attached hereto (the "*Wells*");
- (c) The field equipment described in Exhibit "C", together with all parts, tools and accessories ("*Field Equipment*");
- (d) All of the pump jacks, motors, tanks, tubulars and other production equipment located upon the *Leases* and used or useable in connection therewith (the "*Production Equipment*"); and
- (e) Oil in the gathering lines and stock tanks below the level of the commercial drawdowns as of the *Effective Time*,

(the "*Assets*").

4. **Title.** *Seller* represents that the assets sold are free and clear of any adverse lien, claim or encumbrance created by, through or under *Seller*, but not otherwise; that the *Seller* has good right, title and authority to sell the *Assets*; that the *Leases* are valid and subsisting leases to the lands covered thereby; and that the interest of *Seller* in each of the *Leases* sold is the 100% working interest, together with the associated net revenue interests ("*NRI*") set forth in Exhibit "A". Sale is subject to obtaining consent to assignment of the "Cannon A" and "New Cannon" leases from Ash Grove Cement Company.

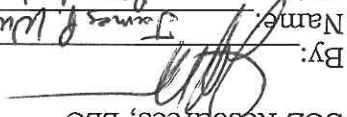
5. **Conveyance.** *Seller* shall convey the *Assets* sold to *Buyer* at Closing by good and sufficient Assignment and Bill of Sale. Such of the Field Equipment as may constitute titled motor vehicles shall be conveyed by assignment of Certificate of Title.

6. **Security.** To secure payment of the purchase price, *Buyer* grants to *Seller* a purchase money security interest in and to the Assets described in paragraph 1, above, until the purchase price, together with any interest thereon, has been paid in full. In the event of *Buyer's* default in payment, *Seller* shall have the right to exercise any and all remedies available in law or in equity, including the right to foreclose the security interest.
7. **Taxes.** *Seller* shall pay all the ad valorem taxes assessed against the assets sold for 2024 and prior years. Taxes for 2025 shall be prorated between the parties to the *Effective Time*, the proration to be made upon receipt of the 2025 tax statements in December 2025. *Seller* represents it has timely filed the 2025 oil renditions with respect to each of the *Leases*.
8. **Closing.** Closing shall occur on the _____ day of _____, 2025.
9. **Effective Time.** The sale and purchase of the assets sold shall be effective for all purposes as of 12:01 o'clock a.m. local time, on the 1st day of May, 2025.
10. **Revenue and Expense.** *Seller* shall be entitled to clear the stock tanks of all recoverable oil down to the level of the commercial draw downs on or before the *Effective Time*. *Seller* shall be entitled to all revenues, and shall bear all expenses from the *Leases* prior to the *Effective Time*. *Buyer* shall be entitled to all revenues, and shall bear all expense, from and subsequent to the *Effective Time*.
11. **Operatorship.** *Seller* shall transfer operatorship of the *Wells* to *Buyer* by T-1 transfer and landowner notification through the Kansas Corporation Commission's KOLAR system.
12. **Assumption of Regulatory Obligations.** Effective as of Closing, *Buyer* shall assume all pre-*Effective Time* and post-*Effective Time* regulatory compliance obligations with respect to the *Leases* and *Wells*, including the ultimate obligation for the plugging of the *Wells* and remediation of the *Leases*.
13. **Amendment.** This Agreement may be amended only by written instrument signed by the parties.
14. **Execution.** This Agreement may be executed and delivered by electronic means (email, facsimile, etc.) and when so executed and delivered shall be as effective as if manually signed and physically delivered.
15. **Breach.** In the event of breach of this Agreement by either party, the other party shall have, and be entitled to exercise, all rights and remedies available at law or in equity.
16. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their successors and assigns.

IN WITNESS WHEREOF this Agreement is executed the day and year first above written.

Seller

SCZ Resources, LLC

By: 

Name:

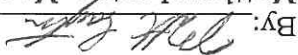
James P. Bennett

Title:

President

Buyer

Independence Energy, LLC

By: 

Matthew Layton, Manager/Member

MS

EXHIBIT "A"
OIL AND GAS LEASES

(1) "Dice" Lease:

LESSOR: Kendall W. Dice
LESSEE: J.S. Winkler
DATE: March 6, 1922
RECORDED: Book 33M, Page 118
PROPERTY: S/2SW/4 of Section 22 and Lots 3 and 4 in Section 27,
all in township 26S, Range 18E, Allen County, KS
W.I. ASSIGNED: 100%
N.R.I. ASSIGNED: .80000000

(2) "Rubow" Lease:

LESSOR: John C. Rubow, et ux.
LESSEE: SCZ Resources, LLC
DATE: June 24, 2014
RECORDED: Book 373, Page 368
PROPERTY: N/2 of Section 6, Township 27S, Range 17E, Wilson
County, KS
W.I. ASSIGNED: 100%
N.R.I. ASSIGNED: .87500000

(3) "New Cannon" Lease:

LESSOR: Ash Grove Cement Plant
LESSEE: SCZ Resources, LLC
DATE: December 23, 2014
RECORDED: Book 2014, Page 1846
PROPERTY: Township 26S, Range 18E, Allen County, KS:
Section 14: SW/4 SW/4 less land dedeed for highway
purposes containing 10.25 acres more or less, less
county road right-of-way.
Section 22: W/2 NW/4 less railroad and less land taken
for highway purposes; N/2 SW/4 less railroad and less
land taken for highway purposes; N/2 NE/4; SE/4 NE/4;
S/2 SW/4 NE/4; and NW/4 SW/4 NE/4.
Section 23: The North 318' of the West 300' of the NW/4
SW/4; and the South 48.15 acres of W/2 SW/4.
Section 27: Lot 8 in the NW/4 less railroad right-of-way
of the Atchison, Topoka and Santa Fe Railway Company;
NW/4 SW/4 less railroad right-of-way of the Atchison,
Topoka and Santa Fe Railway Company; and
SW/4 SW/4 lying West of the right-of-way of the
Atchison, Topoka and Santa Fe Railway Co.
Section 28: Lot 5 in the NE/4; and E/2 SE/4 less that
part of Lot 5 and that part of the E/2 SE/4 bounded and
described as follows: Commencing at the Northwest
corner of said Lot 5; thence East to the West side of the

[Handwritten mark]

LESSOR: William H. Cannon, et ux.
 LESSEE: Willis Energy
 DATE: February 27, 1990 (Amended 12/23/2014)
 RECORDED: Book M-123, Page 557 (Amended 2014 - 1845)
 PROPERTY: Township 26S, Range 18E, Allen County, KS;
 Section 22: E/2NW/4, NE/4SW/4NE/4, NW/4SE/4,
 and E/2SE/4.
 Section 23: North 31.85 acres of W/2SW/4 less the North
 318 feet of the West 300 feet of the NW/4SW/4.
 Section 26: Lot 4.
 Section 27: Lot 1.
 W.I. ASSIGNED: 100%
 N.R.I. ASSIGNED: .80000000

(6) "Cannon A" Lease:

LESSOR: Raymond E. Barnett, et ux.
 LESSEE: Henry Jesseph
 DATE: December 1, 2007
 RECORDED: Book 2007, Page 0929
 PROPERTY: The South 30 acres of the E/2SW/4 and that 6 acres in
 the SE/4 lying West of the old railroad right-of-way, all
 in Section 17, Township 26S, Range 18E, Allen County,
 KS.
 W.I. ASSIGNED: 100%
 N.R.I. ASSIGNED: .87500000

(5) "Barnett" Lease (East and West):

LESSOR: Lyllis T. Baker, et al
 LESSEE: Laveil G. Craid, et al
 DATE: September 25, 1979
 RECORDED: Book 278, Page 187
 PROPERTY: W/2NW/4 and W/2E/2NW/4 of Section 26, Range 22E,
 Miami County, KS.
 W.I. ASSIGNED: 100%
 N.R.I. ASSIGNED: .81250000

(4) "Baker" Lease:

LESSOR: Willis Energy
 DATE: February 27, 1990 (Amended 12/23/2014)
 RECORDED: Book M-123, Page 557 (Amended 2014 - 1845)
 PROPERTY: Township 26S, Range 18E, Allen County, KS;
 Section 22: E/2NW/4, NE/4SW/4NE/4, NW/4SE/4,
 and E/2SE/4.
 Section 23: North 31.85 acres of W/2SW/4 less the North
 318 feet of the West 300 feet of the NW/4SW/4.
 Section 26: Lot 4.
 Section 27: Lot 1.
 W.I. ASSIGNED: 100%
 N.R.I. ASSIGNED: .85000000



(See Attached Inventory of Wells Located on the Lease)

OIL AND GAS WELLS

EXHIBIT "B"

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EXHIBIT "C"

FIELD EQUIPMENT

- (1) 2006 Ford F350 VIN: 1FDWF37P26EB12514
- (2) 2006 Ford F550 VIN: 1FDAF57P16EB71138
- (3) 2017 Polaris VIN: 3NSRMA576HE774438
- (4) 2019 Utility Trailer-VIN 5J2US1213KE021532
- (5) 1999 Smeal 6-T Pulling Unit Serial Number 6TFHRPPX
- (6) Caterpillar Bulldozer
- (7) International Water Truck
- (8) Ranger 570 Honda
- (9) Well Washing Trailer/Wash Rig
- (10) Caterpillar 263 Skid Steer

ASSIGNMENT AND BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS:

That, the undersigned, SCZ Resources, LLC, a Kansas limited liability company ("Assignor"), for Ten Dollars (\$10.00) and other valuable consideration in hand paid by Independence Energy, LLC a Kansas limited liability company ("Assignee"), hereby sells, transfers, assigns and conveys unto Assignee, all of the Assignor's right, title and interest in and to the oil and gas leases located in Allen, Miami and Wilson Counties, Kansas, described in Exhibit "A" attached hereto, which interests are not less than the percentage of working interests ("W.I."), and associated decimal net revenue interests ("N.R.I.") as set forth in Exhibit "A".

For the same consideration, the Assignor assigns and transfers all of the wells located on oil and gas leases, together with the equipment located thereon and used in connection therewith.

Assignee shall assume and perform all regulatory obligations with respect to the wells, including the obligation for ultimate well plugging.

This Assignment and Bill of Sale is made pursuant and subject to the terms and provisions of Purchase Agreement between Assignor and Assignee, including the Assignee's grant of security interests in the Leases, Wells and Equipment sold to secure payment of the purchased price.

This Assignment and Bill of Sale is effective for all purposes as of 12:01 o'clock a.m. local time on May 1, 2025.

IN WITNESS WHEREOF this instrument is executed by the Assignee this 2nd day of May, 2025.

SCZ Resources, LLC

By: 

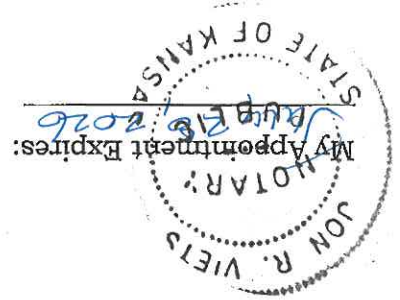
Name: James P Luvent

Title: President

Independence Energy, LLC

By: 

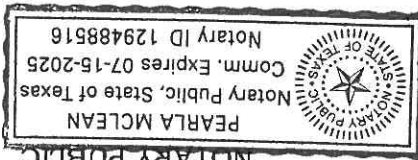
Matthew Layton, Manager/Member



NOTARY PUBLIC

This instrument was acknowledged before me on May 13, 2025, by Matthew Layton, Manager/Member of Independence Energy, LLC, a Kansas limited liability company.

STATE OF Kansas
COUNTY OF Montgomery
)
) SS:
)



My Appointment Expires: 7-15-25

NOTARY PUBLIC

This instrument was acknowledged before me on May 2, 2025, by James R. Wierth, a Kansas limited liability company of SCZ Resources, LLC,

STATE OF Texas
COUNTY OF Watts
)
) SS:
)

EXHIBIT "A"
OIL AND GAS LEASES

(1) "Dice" Lease:

LESSOR: Kendall W. Dice
LESSEE: J.S. Winkler
DATE: March 6, 1922
RECORDED: Book 33M, Page 118
PROPERTY: S/2SW/4 of Section 22 and Lots 3 and 4 in Section 27, all in township 26S, Range 18E, Allen County, KS
W.I. ASSIGNED: 100%
N.R.I. ASSIGNED: .80000000

(2) "Rubow" Lease:

LESSOR: John C. Rubow, et ux.
LESSEE: SCZ Resources, LLC
DATE: June 24, 2014
RECORDED: Book 373, Page 368
PROPERTY: N/2 of Section 6, Township 27S, Range 17E, Wilson County, KS
W.I. ASSIGNED: 100%
N.R.I. ASSIGNED: .87500000

(3) "New Cannon" Lease:

LESSOR: Ash Grove Cement Plant
LESSEE: SCZ Resources, LLC
DATE: December 23, 2014
RECORDED: Book 2014, Page 1846
PROPERTY: Township 26S, Range 18E, Allen County, KS
Section 14: SW/4 SW/4 less land deeded for highway purposes containing 10.25 acres more or less, less county road right-of-way.
Section 22: W/2 NW/4 less railroad and less land taken for highway purposes; N/2 SW/4 less railroad and less land taken for highway purposes; N/2 NE/4; SE/4 NE/4; S/2 SW/4 NE/4; and NW/4 SW/4 NE/4.
Section 23: The North 318' of the West 300' of the NW/4 SW/4; and the South 48.15 acres of W/2 SW/4.
Section 27: Lot 8 in the NW/4 less railroad right-of-way of the Atchison, Topoka and Santa Fe Railway Company; NW/4 SW/4 less railroad right-of-way of the Atchison, Topoka and Santa Fe Railway Company; and SW/4 SW/4 lying West of the right-of-way of the Atchison, Topoka and Santa Fe Railway Co.
Section 28: Lot 5 in the NE/4; and E/2 SE/4 less that part of Lot 5 and that part of the E/2 SE/4 bounded and described as follows: Commencing at the Northwest corner of said Lot 5; thence East to the West side of the

MS

highway; thence in a Southwesterly direction along the West side of said highway to the West line of the said East Half of the E/2 SE/4; thence North along the West line of said two described tracts of land to the Northwest corner of said Lot 5, to the place of beginning, and containing 27 acres more or less.

W.I. ASSIGNED: 100%
N.R.I. ASSIGNED: .85000000

(4) "Baker" Lease:

LESSOR: Lyllis T. Baker, et al
LESSEE: Lavel G. Craid, et al
DATE: September 25, 1979
RECORDED: Book 278, Page 187
PROPERTY: W/2NW/4 and W/2E/2NW/4 of Section 26, Range 22E, Miami County, KS.

W.I. ASSIGNED: 100%
N.R.I. ASSIGNED: .81250000

(5) "Barnett" Lease (East and West):

LESSOR: Raymond E. Barnett, et ux.
LESSEE: Henry Jesseph
DATE: December 1, 2007
RECORDED: Book 2007, Page 0929
PROPERTY: The South 30 acres of the E/2SW/4 and that 6 acres in the SE/4 lying West of the old railroad right-of-way, all in Section 17, Township 26S, Range 18E, Allen County, KS.

W.I. ASSIGNED: 100%
N.R.I. ASSIGNED: .87500000

(6) "Cannon A" Lease:

LESSOR: William H. Cannon, et ux.
LESSEE: Willis Energy
DATE: February 27, 1990 (Amended 12/23/2014)
RECORDED: Book M-123, Page 557 (Amended 2014 - 1845)
PROPERTY: Township 26S, Range 18E, Allen County, KS;
Section 22: E/2NW/4, NE/4SW/4NE/4, NW/4SE/4, and E/2SE/4.
Section 23: North 31.85 acres of W/2SW/4 less the North 318 feet of the West 300 feet of the NW/4SW/4.
Section 26: Lot 4.
Section 27: Lot 1.

W.I. ASSIGNED: 100%
N.R.I. ASSIGNED: .80000000

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS:

FOR VALUE RECEIVED, the undersigned, SCZ Resources, LLC, a Kansas limited liability company hereby sells, transfers and conveys unto Independence Energy, LLC a Kansas limited liability company, the oil field equipment described in Exhibit "C" attached hereto.

This Bill of Sale is made pursuant and subject to the terms and provisions of Purchase Agreement between Assignor and Assignee, including the Assignee's grant of security interests in the Leases, Wells and Equipment sold to secure payment of the purchased price.

Dated effective May 1, 2025.

IN WITNESS WHEREOF this instrument is executed by the Assignee this 2 day of May, 2025.

SCZ Resources, LLC

By: 

Name: James J. Worth
Title: President

Independence Energy, LLC

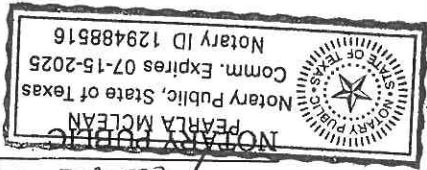
By: 
Matthew Layton, Manager/Member



NOTARY PUBLIC

This instrument was acknowledged before me on May 13th, 2025, by Matthew Layton, Manager/Member of Independence Energy, LLC, a Kansas limited liability company.

STATE OF Kansas
COUNTY OF Montgomery
)
) SS:



My Appointment Expires: 7-15-25

Pearla McLean

This instrument was acknowledged before me on May 2, 2025, by James P. Wentz, a Kansas limited liability company.

STATE OF Texas
COUNTY OF Watts
)
) SS:

- (1) 2006 Ford F350 VIN: 1FDWF37P26EB12514
- (2) 2006 Ford F550 VIN: 1FDAF57P16EB71138
- (3) 2017 Polaris VIN: 3NSRMA576HE774438
- (4) 2019 Utility Trailer-VIN 5J2US1213KE021532
- (5) 1999 Smeal 6-T Pulling Unit Serial Number 6TFHRPPX
- (6) Caterpillar Bulldozer
- (7) International Water Truck
- (8) Ranger 570 Honda
- (9) Well Washing Trailer/Wash Rig
- (10) Caterpillar 263 Skid Steer

FIELD EQUIPMENT