

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

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 \_\_\_\_\_



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: \_\_\_\_\_

## MEMORANDUM OF OPTION AGREEMENT

This Memorandum of Option Agreement (“Memorandum”) evidences an Option Agreement by and between Larry E. Womacks, Trustee of the Larry E. Womacks Revocable Living Trust U/A dated June 5, 1999, and Ruby Ellen Womacks, Trustee of the Ruby Ellen Womacks Revocable Living Trust U/A dated June 5, 1999 (collectively, and together with their transferees, heirs, beneficiaries, successors and assigns, the “Owner”), and Charm Kansas, LLC (“Developer”).

### RECITALS

- A. Owner and Developer have entered into a certain Option Agreement (“Agreement”) dated December 4, 2024 (“Effective Time”), with respect to the following-described real property (“Property”)

Township 30 South, Range 7 East, Cowley County, Kansas  
Section 15: NW/4

- B. For the consideration and on the terms and conditions set forth in the Agreement, Owner has granted Developer certain rights and interest in the Property, together with the right to purchase certain rights and interests in the Property during the Term (defined below).
- C. The Agreement gives the Developer the right to file a recording memorandum in the office of the Register of Deeds, to give public notice of the rights granted by Owner to Developer pursuant to the Agreement.

NOW, THEREFORE, in consideration of the payments and covenants provided in the Agreement, Developer hereby gives notice of the following:

1. **Definitions.** The words and terms defined above are hereby incorporated into this Memorandum by this reference. Additionally, the following words and terms shall have the meanings prescribed below:

- a. “Fluids” means liquids and gases of any kind, quality, nature, consistency, or compound, and their constituent and derivative parts, and shall expressly include bio oil material derived from bio-mass.

b. "Storage Reservoir" means those certain geological strata or formations, including the formations below the base of the Pennsylvanian Kansas City Group, the stratigraphic equivalent of which are shown in the Womacks #1 well, API No. 15-035-23942 located approximately 4,260' FSL and 4,929' FEL of the Property, to exist between the depths of 2,320' and 3,269' measured from surface.

c. "Term" means the period of time beginning at the Effective Time and concluding on the first day of the calendar month following the calendar month that is sixty (60) months after the Effective Time.

2. **Grant of Option.** Owner has granted Developer the option ("Option") to acquire a perpetual easement upon and across the Property for the purpose of transporting, injecting, withdrawing, and storing Fluids within the Storage Reservoir, including an exclusive easement in and to the Storage Reservoir, and an exclusive easement to install tank sites and appurtenant equipment ("Easement").

3. **Grant of Restrictive Covenant.** Owner has covenanted to Developer not to drill into, extract or inject Fluids, minerals or other substances from or into, or otherwise penetrate the Storage Reservoir, or take any other action that could cause or allow Fluids to escape from the Storage Reservoir, in any manner or form, directly or indirectly, or through any agent, representative, lessee, licensee, contractor, or other individual, person, corporation, company, partnership, limited partnership, association, receiver, trustee, executor, administrator, guardian, fiduciary, or other representative of any kind, any department, agency, or instrumentality of the state or federal government, or any governmental subdivision thereof, other than the Owner and Developer (each a "Third Party"), including by means of drilling any wells or holes into or through the Storage Reservoir, or by washing down, deepening, sidetracking, reworking or otherwise utilizing any wells or holes that currently or previously penetrated all or a portion of the Storage Reservoir, and likewise agrees not to grant any rights, licenses, leases, or permissions, express or implied, to any other person, entity, agency, or other Third Party purporting to allow or permit drilling, extraction or injection that penetrates the Storage Reservoir, specifically including through the granting of an oil, gas, or mineral lease or a saltwater disposal agreement.

4. **Due Diligence.** During the Term, Owner granted Developer access to, and an easement and right-of-way, over, upon, and across the Property to conduct certain due diligence in Developer's discretion with respect the surface and subsurface of the Property, including the Storage Reservoir, and with respect to certain wellbores situated thereon, to evaluate the feasibility of injecting, withdrawing, monitoring, and perpetually and permanently storing of Fluids within the Storage Reservoir.

5. **Term; Extension.** Developer has the right to exercise the Option at any time during the Term, and may extend the Term an additional 60 months by payment of additional consideration to Owner.

6. **Confidentiality and Non-Disclosure.** The terms, conditions, and other provisions of the Agreement shall be maintained in confidence by Owner and shall not be disclosed to any person or used for any purpose whatsoever not specifically authorized by the terms of the Agreement.

