

### Kansas Corporation Commission Oil & Gas Conservation Division

Form T-1 July 2014 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:	ttea with this form.
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	SecTwp R EW Legal Description of Lease:
feet from E / W Line	
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells **	Production Zone(s):
Field Name:	
** 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:
Table operator o Hamo a Address.	
	Date:
Title:	Signature:
New Operator's License No.	Contact Person:
New Operator's Name & Address:	Phone:
The special of the second seco	
	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	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:	
. neconinencea action.	permitted by No.:
Data	Data
Date: Authorized Signature	Date:
DISTRICT EPR	PRODUCTION UIC

Side Two

1354799

### Must Be Filed For All Wells

KDOR Lease	No.:		_		
Lease Name:			* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle 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		
		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		
		FSL/FNL	FEL/FWL		
		FSL/FNI	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.

### Kansas Corporation Commission Oil & Gas Conservation Division

1354799

Form KSONA-1
July 2014
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:	(Cathodic Protection Borehole Intent)
OPERATOR: License #	Well Location:
Name:	
Address 1:	
Address 2:	·
City: State: Zip:+	
Contact Person:	the lease below:
Phone: ( ) Fax: ( )	
Email Address:	
Surface Owner Information:	
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional
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:	and the second to the execution of the e
City: State: Zip:+	
the KCC with a plat showing the predicted locations of lease roads, tale are preliminary non-binding estimates. The locations may be entered	nodic Protection Borehole Intent), you must supply the surface owners and nk batteries, pipelines, and electrical lines. The locations shown on the plat on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
Select one of the following:	
owner(s) of the land upon which the subject well is or will be	Act (House Bill 2032), I have provided the following to the surface located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form being filed is a Form C-1 or Form CB-1, the plat(s) required by this and email address.
KCC will be required to send this information to the surface of	acknowledge that, because I have not provided this information, the owner(s). To mitigate the additional cost of the KCC performing this as of the surface owner by filling out the top section of this form and e KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 handlin form and the associated Form C-1, Form CB-1, Form T-1, or Form CF	ng fee with this form. If the fee is not received with this form, the KSONA-1P-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 & BILL OF SALE

STATE OF **KANSAS** § \$ COUNTY OF **BARTON** §

Effective as of June 1, 2017, at 12:01 A.M., local time, ("Effective Date"), High Plains Energy Partners, LLC, a Colorado limited liability company, whose address is 1515 Wynkoop Street, Suite 700 Denver, Colorado 80202; CL&F RESOURCES LP, a Delaware Limited Partnership, whose address is 16945 Northchase Dr., Suite 1500, 4 Greenspoint Place, Houston, Texas 77060; ZEUS Energy Partners Ltd., a Texas Limited Partnership, whose address is 405 N. Marienfeld Street, Suite 250, Midland, Texas 79701; First Fruits Resources LLC, whose address is 324 Clayton Street, Denver, Colorado 80202; and Joint Pluss Kansas, LLC, whose address is 3033 East First Ave., Suite 502, Denver, Colorado 80202 (collectively known as Assignor"), for good and valuable cash consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the reservations and conditions herein contained, does hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER and ASSIGN to the below referenced Assignee, ALL of Assignor's right, title and interest in and to the following (collectively, the "Assets"):

RJM Oil Company, Inc. P. O. Box 256 Claflin, KS 67525 100.00% of 8/8ths

- (a) the lands and the oil, gas and mineral leases described in <u>Exhibit A</u> attached hereto, whether the interests of such Assignor in such property are fee interests, leasehold interests, licenses, concessions, working interests, farmout rights or other mineral rights of any nature (collectively, the "Leases");
- (b) the oil and/or gas wells (whether producing, non-producing or shut-in) described in Exhibit A attached hereto, the water source wells and any other types of injection and disposal wells located on the property subject to the Leases (collectively, the "Wells"), the rights to pooled or unitized acreage of which the Leases and the Wells are a part and any royalties and overriding royalties incident to the Leases.
- (c) all permits, licenses, variances, exemptions, orders, franchises, approvals and authorizations of all governmental authorities used, or held for use, in connection with the ownership or operation of the Assets, or with the production or treatment of hydrocarbons from, or attributable to, the Assets (to the extent such permits are transferable to Assignee under applicable legal requirements);
- (d) all servitudes, easements, rights-of-way and orders used, or held for use, in connection with the ownership or operation of the Assets, or with the production or treatment of hydrocarbons from, or attributable to, the Assets (collectively, the "Easements");
- (e) all lease agreements (other than the Leases), royalty agreements, assignments, gas purchase and sale contracts, oil purchase and sale agreements, farmin and farmout agreements, transportation and marketing agreements, joint and other operating agreements, unit agreements, processing agreements, options, facilities or equipment leases, joint exploration agreements and other contracts, agreements and rights used, or held for use, in connection

with the ownership or operation of the Assets, or with the production or treatment of hydrocarbons from, or attributable to, the Assets, including all rights in and to areas of mutual interest associated with or arising from ownership of the Assets and/or the contracts (collectively, the "Contracts");

- (f) all equipment, machinery, fixtures and other real, personal and mixed property (excluding vehicles) situated on the Leases and used, or held for use, in connection with the ownership or operation of the Assets, including well equipment, casing, rods, tanks, boilers, buildings, tubing, pumps, motors, fixtures, machinery, inventory, separators, dehydrators, compressors, treaters, power lines, field processing facilities, flowlines, gathering lines, transmission lines and all other pipelines and equipment; and
- (g) copies of all of the files, records, information and data solely and directly pertaining to the Assets in Assignor's possession and/or to which Assignor has a right, including title records, abstracts, title opinions, title certificates, interpretive data, computer records, production records, severance tax records, geological and geophysical data, reservoir and well information.

TO HAVE AND TO HOLD all of Assignor's right, title and interest in and to all of said Assets unto Assignee, its successors and assigns, forever. This Assignment is made and accepted expressly subject to the following terms and conditions:

- 1. THIS ASSIGNMENT IS MADE WITHOUT ANY WARRANTY OF ANY KIND TO THE ASSETS, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, WHETHER EXPRESS, IMPLIED OR STATUTORY EXCEPT WITH RESPECT TO TITLE CLAIMS ARISING BY, THROUGH AND UNDER ASSIGNOR, BUT NOT OTHERWISE.
- IT IS EXPRESSLY UNDERSTOOD BY ASSIGNEE THAT ANY PERSONAL 2. PROPERTY, FIXTURES, EQUIPMENT AND ITEMS THAT COMPRISE THE ASSETS ARE BEING CONVEYED TO ASSIGNEE "AS IS" AND "WHERE IS" AND WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED, AND ASSIGNEE ACCEPTS SUCH ASSETS IN THEIR PRESENT CONDITION WITH ALL FAULTS AND DEFECTS, INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OF NATURALLY OCCURRING RADIOACTIVE MATERIAL. IN ADDITION, ASSIGNOR MAKES NO REPRESENTATION, COVENANT, OR WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA DELIVERED TO ASSIGNEE WITH RESPECT TO THE ASSETS, OR CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE ASSETS. OR THE ABILITY OF THE ASSETS TO PRODUCE HYDROCARBONS, OR THE PRICES THAT ASSIGNEE WILL BE ENTITLED TO RECEIVE FOR SUCH HYDROCARBONS.
- 3. Assignee will bear all expenses which are incurred in respect of the Assets on and after the Effective Date, and Assignee will receive all proceeds in respect of the Assets attributable to the period on and after the Effective Date. Assignor will bear all expenses which are incurred in respect of the Assets before the Effective Date, and Assignor will receive all proceeds collectible in respect of the Assets attributable to the period prior to the Effective Date (regardless of whether such proceeds are received prior to or after the Effective Date).

Subject to the terms hereof, all monies, proceeds, receipts, credits and income attributable to the ownership and operation of the Assets (i) for all periods of time from, and including, the Effective Date, shall be the property and entitlement of Assignee, and to the extent received by Assignor, Assignor shall promptly after such receipt, fully disclose, account for and transmit the same to Assignee and (ii) for all periods of time prior to the Effective Date, shall be the sole property and entitlement of Assignor, and to the extent received by Assignee, Assignee shall promptly fully disclose, account for and transmit the same to Assignor.

- Assignee agrees to assume any and all of the liabilities and obligations, or alleged or threatened liabilities and obligations, for claims, losses, damages, costs, expenses, diminutions in value, suits and causes of action of any kind or character (i) attributable or arising out of ownership or operation of the Assets subsequent to the Effective Date, including, but not limited to (a) paying and delivering royalties, overriding royalties, nonparticipating royalties and other burdens on production; (b) satisfying obligations in connection with or arising out of balancing of overproduction or underproduction from the Assets; and (c) obligations to comply with all laws and governmental regulations with respect to the Assets and (ii) with respect to the environmental conditions of the Assets, for any event attributable or arising out of ownership or operation of the Assets after the Effective Date. Assignor shall pay and assume all liabilities and obligations for claims, causes of action, demands, expenses and liabilities related to the Assets which occurred or are attributable to a time period prior to the Effective Date. Further, Assignor shall indemnify, defend and hold Assignee harmless from and against all claims, demands, costs, expenses and liabilities associated with the Assets occurring, accruing or attributable to times prior to the Effective Date.
- 5. Assignor does hereby represent and warrant that the Assets are free and clear of all liens, encumbrances and other burdens but are subject to the terms and conditions of the Leases, any and all overriding royalty interests and reservations of record and all other burdens, easements, rights-of-way and assignments of record as of the Effective Date.
- 6. All taxes, including, but not limited to, ad valorem, property and severance taxes shall be prorated between Assignor and Assignee as of the Effective Date with Assignor being responsible for filing and payment of all taxes accruing prior to the Effective Date and Assignee and Assignor being responsible for filing and payment of all taxes accruing on and after the Effective Date based upon their respective interests.
- 7. Assignor shall execute and deliver to Assignee, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Assignee all of Assignor's interest in and to the Assets.
- 8. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, their respective successors and assigns.
- 9. This Assignment shall be governed by and construed in accordance with the laws of the State of Kansas without regard to its conflict of law provisions.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment & Bill of Sale on the date(s) set forth in their respective acknowledgments below, but to be effective for all purposes as of the Effective Date. This Assignment and Bill of Sale may be executed in counterpart by the Parties.

ASSIGNOR!

	By: Sa	PLAINS ENERGY PARTNERS, LLC muel Gary Ir. & Associates, Inc., Manager
	By:	Samuel Gary, Jr., President
ie .	CL&F	RESOURCES LP
	By:	9
	ZEUS	ENERGY PARTNERS LTD.
	By:	
	FIRST	FRUITS RESOURCES LLC
	By:	Craig Ambler, Manager
	JOINT	PLUSS KANSAS, LLC
	By:	Doug Pluss, Manager
Acknowledgement:		
STATE OF Colorado § COUNTY OF Denvey §		
Samuel Gary Tr., personally known to	o me to lecuted th	fore me, a notary public, personally appeared be the person whose name is subscribed to the within e same in his authorized capacity, and that by his behalf of which he acted, executed the instrument.
Witness my hand and official seal.		
My commission expires:		
TAMMY B. McFADDEN  NOTARY PUBLIC  STATE OF COLORADO  NOTARY ID 19974017182  MY COMMISSION EXPIRES 09/22/2017		Janny Bm Ladden  Notary Public

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment & Bill of Sale on the date(s) set forth in their respective acknowledgments below, but to be effective for all purposes as of the Effective Date. This Assignment and Bill of Sale may be executed in counterpart by the Parties.

### **ASSIGNOR:**

		H PLAINS ENERGY PARTNERS, LLC samuel Gary Jr. & Associates, Inc., Manager
	By:	Samuel Gary, Jr., President
	By: 1	R. Paul Loveless President and CEO SENERGY PARTNERS LTD.
	By:	s
	FIRS	T FRUITS RESOURCES LLC
	By:	Craig Ambler, Manager
	JOIN	T PLUSS KANSAS, LLC
	By:	Doug Pluss, Manager
Acknowledgement:		
STATE OF <u>TEXAS</u> § COUNTY OF <u>HARRIS</u> §		
<b>R. Paul Loveless</b> , personally known instrument and acknowledged to me that he ex	to me to ecuted t	efore me, a notary public, personally appeared be the person whose name is subscribed to the within the same in his authorized capacity, and that by his behalf of which he acted, executed the instrument.
Witness my hand and official seal.		
My commission expires:		
January 31, 2019		Notary Public
	4	REGINA ARDITO  Notary Public, State of Texas

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment & Bill of Sale on the date(s) set forth in their respective acknowledgments below, but to be effective for all purposes as of the Effective Date. This Assignment and Bill of Sale may be executed in counterpart by the Parties.

### **ASSIGNOR:**

		PLAINS ENERGY PARTNERS, LLC amuel Gary Jr. & Associates, Inc., Manager
	By:	Samuel Gary, Jr., President
	CL&F	RESOURCES LP
	By:	
	ZEUS	energy partners LTD.
	Ву:	
	FIRST	F FRUITS RESOURCES LLC
	By:	Craig Ambler, Manager
	JOINT	F PLUSS KANSAS, LLC
	By:	Doug Pluss, Manager
Acknowledgement:		
STATE OF TOYAS SCOUNTY OF Midland §		
nstrument and acknowledged to me that he exe	to me to ecuted th	fore me, a notary public, personally appeared be the person whose name is subscribed to the within he same in his authorized capacity, and that by his behalf of which he acted, executed the instrument.
Witness my hand and official seal.		
My commission expires:		
9-2-17		Notary Public Public
······································		Notary Public
BECKY R. MARTINEZ My Commission Expires September 02, 2017	4	

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment & Bill of Sale on the date(s) set forth in their respective acknowledgments below, but to be effective for all purposes as of the Effective Date. This Assignment and Bill of Sale may be executed in counterpart by the Parties.

	ASSIGNOR:
	HIGH PLAINS ENERGY PARTNERS, LLC By: Samuel Gary Jr. & Associates, Inc., Manager
	By: Samuel Gary, Jr., President
	CL&F RESOURCES LP
	By:
	ZEUS ENERGY PARTNERS LTD.
	By:
	FIRST FRUITS RESOURCES LLC
	By: Craig Ambler, Manager
	JOINT PLUSS KANSAS, LLC
	By: Doug Pluss, Manager
Acknowledgement:	
STATE OF COLORAD § COUNTY OF Denver §	
On this 23rd day of May, 2	2017 before me, a notary public, personally appeared to me to be the person whose name is subscribed to the within secuted the same in his authorized capacity, and that by his
mistrament and acknowledged to me that he ex	ity upon behalf of which he acted, executed the instrument.
Witness my hand and official seal.	
My commission expires:	
TAMMY B. McFADDEN NOTARY PUBLIC	Jammy 3. m. Jadden

NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19974017182 MY COMMISSION EXPIRES 09/22/2017

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment & Bill of Sale on the date(s) set forth in their respective acknowledgments below, but to be effective for all purposes as of the Effective Date. This Assignment and Bill of Sale may be executed in counterpart by the Parties.

	ASSIGNOR:
	HIGH PLAINS ENERGY PARTNERS, LLC By: Samuel Gary Jr. & Associates, Inc., Manager
	By: Samuel Gary, Jr., President
	CL&F RESOURCES LP
	By:
	ZEUS ENERGY PARTNERS LTD.
	Ву:
	FIRST FRUITS RESOURCES LLC
	By: Craig Ambler, Manager
	JOINT PLUSS KANSAS, LLC
	By: Doug Pluss, Manager
STATE OF Colorado \$ COUNTY OF Denver \$	
On this 16th day of may, Douglas A Pluss, personally known instrument and acknowledged to me that he e	2017 before me, a notary public, personally appearent to me to be the person whose name is subscribed to the within executed the same in his authorized capacity, and that by hatity upon behalf of which he acted, executed the instrument.
Witness my hand and official seal.	
My commission expires:	
Nov 2 2019	Notary Public a Caslow
	TERRY A. COSLOW  NOTARY PUBLIC

STATE OF COLORADO NOTARY ID 20074041195 MY COMMISSION EXPIRES NOVEMBER 2, 2019

	Notary Public
	ASSIGNEE: RJM OIL COMPANY, INC.  President  By: Lawrence Brian Miller, President
Acknowledgement:	
STATE OF KANSAS § COUNTY OF §	
Brian Miller, personally known to me to be instrument and acknowledged to me that he exe	before me, a notary public, personally appeared Lawrence be the person whose name is subscribed to the within ecuted the same in his authorized capacity, and that by his he entity upon behalf of which he acted, executed the
Witness my hand and official seal.	
My commission expires:	BONNIE JEFFREY My Appointment Expires September 20, 2018

### **EXHIBIT A**

### TO

### ASSIGNMENT AND BILL OF SALE

### MILLER LEASE (Miller acquired surface and minerals from Tritsch in 2007)

Lessor:

Dale G. Tritsch and Georgeanna C. Tritsch, husband and wife

Lessee:

Samuel Gary Jr. & Associates, Inc.

Dated:

May 16, 2006

Book/Page:

Book 613, Page 4461

Description:

W/2E/2 Section 12, Township 18 South, Range 12 West, Barton County, Kansas

### MILLER #1-12 well

API#15-009-25232-000 1940' FSL, 2030' FEL, C NW/4SE/4 Sec. 12-18S-12W

### EXHIBIT "B"

Attached to and made a part of that certain Joint Exploration Agreement dated effective November 1, 2005 by and between Samuel Gary, Jr. & Associates, Inc. and CL&F Resources LP

## A.A.P.L. FORM 610-1982

# MODEL FORM OPERATING AGREEMENT

OPERATOR Samuel Gary, Jr. & Associates, Inc.  CONTRACT AREA As described in attached Exhibit "A" and outlined on Exhibit "A-1"
--

OPERATING AGREEMENT

COPYRIGHT 1982 – ALL RIGHTS RESERVED AMERICAN ASSOCIATION OF PETROLEUM LANDMEN, 4100 FOSSIL CREEK BLVD., FORT WORTH, TEXAS, 76137-2791, APPROVED FORM. A.A.P.L. NO. 610 – 1982 REVISED

Kansas

STATE OF

COUNTY / COUNTIES OR PARISH OF