



# 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: \_\_\_\_\_

Title: \_\_\_\_\_

Oil / Gas Purchaser: \_\_\_\_\_

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: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_  
Authorized Signature

DISTRICT _____	EPR _____	PRODUCTION _____	UIC _____
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1355666

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		
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A separate sheet may be attached if necessary

\* 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.

### 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 (House Bill 2032), 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 OPERATIONS

WHEREAS, SHAWN D. EVANS, INC, dba ACE OIL COMPANY, 18529 Walters Road, Russell, KS 67665-0606 (ASSIGNOR) is the current named Operator with the Kansas Corporation Commission-Oil and Gas Conservation Division, of the Well Bores described in the attached Exhibit "A" . ASSIGNOR, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER AND ASSIGN Assignor's right to operate the well bores described on the attached Exhibit "A" to SAMUEL GARY JR. & ASSOCIATES, INC, 1515 Wynkoop Street, Suite 700, Denver, CO 80202 (ASSIGNEE).

ASSIGNOR hereby conveys to ASSIGNEE, ALL of ASSIGNOR's right, title and interest in and to the following (collectively, the "Assets")

- (a) 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 (collectively, the "Wells");
- (b) 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);
- (c) 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");
- (d) 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

- (e) 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.**
2. **IT IS EXPRESSLY UNDERSTOOD BY ASSIGNEE THAT ANY PERSONAL 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 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 attributable or arising out of ownership or operation of the Assets subsequent to the Effective Date.
4. Assignor does hereby represent and warrant that the Assets are free and clear of all liens and encumbrances created by Assignor but Assignor does not warrant title against liens, encumbrances and other burdens that arose prior to or separate from Grantor's interest in the property.
5. 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.

6. 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.
7. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, their respective successors and assigns.
8. 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.

By ASSIGNEE'S execution and acceptance of this Assignment of Operations and the wellbores and equipment described in Exhibit "A", Assignee agrees to be responsible for and hereby assumes all obligations of Assignor, for the plugging, abandonment and remediation of the wellbores and well sites conveyed herein in full compliance with all applicable laws, rules and regulations; to restore the surface to its prior condition as necessary according to all applicable laws, rules and regulations and the provisions of the oil and gas leases under which they were operated and to indemnify and to hold Assignor harmless from any liability which Assignor may incur due to any failure of Assignee to do so, including but not limited to attorney's fees and other legal expenses.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Operations on the date(s) set forth in their respective acknowledgments below, but to be effective for all purposes as of Sept. 1, 2017. This Assignment of Operations may be executed in counterpart by the Parties.

**ASSIGNOR:**

SHAWN D. EVANS, INC, dba ACE OIL COMPANY

Shawn D. Evans  
By: Shawn D. Evans, President

Acknowledgement:

STATE OF Kansas §  
COUNTY OF Russell §

On this 30<sup>th</sup> day of August, 2017 before me, a notary public, personally appeared **Shawn D. Evans** personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which he acted, executed the instrument.

Witness my hand and official seal.

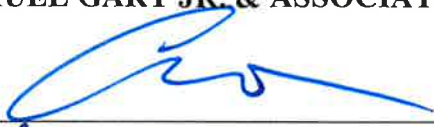
My commission expires:

Sept. 1, 2019

Glenda R Phillips  
Notary Public



ASSIGNEE:  
SAMUEL GARY JR. & ASSOCIATES, INC.

  
By: Craig Ambler  
Title: Vice President

Acknowledgement:

STATE OF COLORADO §  
COUNTY OF DENVER §

On this 7<sup>th</sup> day of September, 2017 before me, a notary public, personally appeared Craig Ambler, Vice President, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon 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

  
Notary Public



**EXHIBIT 'A'**

Attached to and made a part hereof that certain Assignment of Operations dated August 30, 2017  
by and between Shawn D. Evans, Inc, dba Ace Oil Company, ASSIGNOR, and Samuel Gary Jr. & Associates, Inc., ASSIGNEE

WELL NAME	API NUMBER	TWP	RNG	SEC	DESCRIPTION	LOCATION	COUNTY
#1 (Wegele 'E') Including any associated surface and downhole equipment	15-167-22511	15S	15W	32	NE NE SW	2310 North 2970 West, from the Southeast corner	Russell County, Kansas
#2 (Funk) Including any associated surface and downhole equipment	15-167-22383	15S	15W	32	SW SW NE	2970 North, 2310 West, from the Southeast corner	Russell County, Kansas
#3 (Funk) Including any associated surface and downhole equipment	15-167-22576	15S	15W	32	N2 SW NE	3630 North, 1980 West, from the Southeast corner	Russell County, Kansas
#2C-84 (Wegele) Including any associated surface and downhole equipment	15-167-22503	15S	15W	32	NW NW SE	2310 North, 2310 West, from the Southeast corner	Russell County, Kansas
#3C-85 (Wegele) Including any associated surface and downhole equipment	15-167-22566	15S	15W	32	NE NW SE	2310 North, 1650 West, from the Southeast corner	Russell County, Kansas
#2 (Wegele 'E') Including any associated surface and downhole equipment	15-167-23776	15S	15W	32	E2 SE NE SW	1650 North, 2340 East, from the Southwest corner	Russell County, Kansas
#1 SWD (Wegele 'D') Including any associated surface and downhole equipment	15-167-22356	15S	15W	32	SW SE NE	2970 North, 990 West, from the Southeast corner	Russell County, Kansas