

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:	nitted 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 feet from E / W Line	SecTwp R [_] E [_] W Legal Description of Lease:		
Enhanced Recovery Project Permit No.:			
Entire Project: Yes No	County:		
Number of Injection Wells **			
Field Name:	Production Zone(s):		
** Side Two Must Be Completed.	Injection Zone(s):		
ciae ino maet de completeur			
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:		
	Date:		
Title:	Signature:		
	o.grado.		
New Operator's License No.	Contact Person:		
'			
New Operator's Name & Address:	Phone:		
	Oil / Gas Purchaser:		
	Date:		
Title:	Signature:		
Acknowledgment of Transfer: The above request for transfer of injection	n authorization, surface pit permit # has beer		
noted, approved and duly recorded in the records of the Kansas Corporation	n Commission. This acknowledgment of transfer pertains to Kansas Corporation		
Commission records only and does not convey any ownership interest in the	e 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 pi		
Permit No.:	permitted by No.:		
. Hoommonded action.	politimos by No.		
Date:	Date:		
Authorized Signature	Authorized Signature		
DISTRICT EPR	PRODUCTION UIC		



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#### 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		
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		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		_
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		_
		FSL/FNL	FEL/FWL		
			FEL/FWL		
		FJL/FINL			-

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.



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		FSL/FNL	FEL/FWL		_
		FSL/FNL	FEL/FWL		
			FEL/FWL		
		FJL/FINL			-

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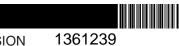
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			FEL/FWL		
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A separate sheet may be attached if necessary

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## KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

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: C-1 (Intent) CB-1	(Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location: SecTwpS. R East West County: 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:	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.
the KCC with a plat showing the predicted locations of lease roads, tall	odic 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.
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 KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form CF	g fee with this form. If the fee is not received with this form, the KSONA-1 P-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, CONVEYANCE, AND BILL OF SALE

(Of all Interest in Described Assets)



State:

County:

Kansas

Wilson

Book: 393 Page: 18 Receipt #: 29642 Total Fee

Pages Recorded: 5

Assignor:

**HPH Kansas LLC** 

Date Recorded: 8/2/2017 1:51:27 PM

555 Northpoint Center East, Suite 400

Alpharetta, GA 30022

Assignee:

West Central Oil LLC

7701 Broadway St., Suite 200 San Antonio, TX 78209-3261

**Effective Date:** 

August 1, 2017

Assignor, named above, for adequate consideration, the receipt and sufficiency of which is acknowledged, sells, assigns, transfers, conveys, and delivers to Assignee, named above, all of Assignor's rights, title, and interests in and to the following described property and interests (collectively, the "Assets"):

- The oil, gas, and mineral leases and the operating rights, working interests, mineral 1. interests, royalty interests, overriding royalty interests, rights of assignment and reassignment, payments out of production, and interests and rights to explore for and produce oil, gas, or other minerals which are described in Exhibit "A" to this Assignment (the "Leases");
- 2. All rights and interests in or derived from unit agreements, orders, and decisions of state and federal regulatory authorities establishing or relating to units, unit operating agreements, enhanced recovery and injection agreements, gas purchase agreements, farmout and farmin agreements (and any leasehold interest, working interest, royalty interest, or other interest acquired or reserved), assignment of operating rights, working interests and subleases, all other contracts, agreements, leases, licenses, permits, easements, servitudes, notes and orders in any way relating to the Leases, the operations conducted or to be conducted on the Leases, or the production, treatment, sale or disposal of hydrocarbons or water produced, and any other agreements, whether or not described in Exhibit "A", relating to any of the Leases;
- All wells, personal property, fixtures (including, without limitation, plants and pipelines), real estate, equipment, and improvements located on or otherwise pertaining to the Leases or lands pooled or unitized with the Leases or used or obtained in connection with the Leases or with their operation or maintenance, or with the production, treatment, sale, or disposal of

hydrocarbons or water produced, including without limitation claims and causes in action for any period prior to and including the Effective Date, and,

4. All other rights and interests in, to or under or derived from the Leases, even though not properly described in or omitted from Exhibit "A".

TO HAVE AND TO HOLD all of the Assets to Assignee, subject to and in accordance with all terms and provisions of the Leases, contracts, and agreements, and subject to the limitations, reservations, covenants, and conditions provided for in this Assignment.

This Assignment is subject to the reserved or required approval of any lessor or governmental agency having jurisdiction, rights of first refusal retained or reserved in any prior agreements or assignments, or any other form of required consent. Any required approvals shall be obtained by Assignee promptly after the execution of this Assignment.

Assignor warrants and agrees to defend title to the property conveyed herein against the lawful claims of persons claiming by through and under Assignor, but not otherwise.

Assignee has examined the Assets and agrees to accept them in their present condition, as is, and assumes all responsibility for the conditions existing on the lands covered by the Leases on or after execution of this Assignment.

Assignor shall be liable for all ad valorem taxes, real property taxes, personal property taxes, and similar obligations (the "Property Taxes") accruing up to but excluding the Effective Date of this Assignment. Accordingly, Property Taxes relating to the ownership of the Assets in 2017 shall be apportioned by Assignor and Assignee based on a fraction, the numerator of which shall be the number of days the property is owned by the Assignor (exclusive of the Effective Date of this Assignment) and the denominator of which shall be 365 days.

With respect to the apportionment of Property Taxes related to the ownership of the Assets in 2017 as provided above, Assignor and Assignee have adjusted the sales price by the amount of the estimated Property Taxes apportioned to the Assignor in accordance with the above-stated formula. Once the actual amount of Property Taxes relating to the 2017 ownership is known, as evidenced by statements from all taxing authorities, a payment by or a refund to the Assignor shall be made. Assignee shall inform Assignor of the actual assessments within 60 days upon receipt of the statements from the taxing authorities. The additional payment by the Assignor or the refund by the Assignee shall be made within 90 days after receipt of the statements from the taxing authorities.

All taxes (other than income taxes) which are imposed on or with respect to the production of oil, natural gas, or other hydrocarbons or minerals or receipt of proceeds from production (including but not limited to severance, production, and excise tax) shall be apportioned between Assignor and Assignee based on their respective shares or production taken by each of them. All such taxes which accrued prior to the Effective Date of this

Assignment have been or will be properly paid or withheld by Assignor and all pertinent statements, returns, and documents have been or will be properly filed on behalf of Assignor. Payment or withholding of all such taxes which accrue on or after the Effective Date of the Assignment and the filing of all pertinent statements, returns, and documents shall be the responsibility of Assignee.

The purchase price of the Assets does not include any sales taxes or other transfer taxes in connection with the sales of the Assets. Assignor and Assignee believe that this sale is exempt from sales taxes. If, however, a determination is ever made that a sales tax or other transfer tax applies, Assignee shall be liable for such taxes and related charges as such taxes has never been collected from Assignee. Assignee shall indemnify and hold Assignor harmless with respect to the payment of any such taxes. Assignee shall be liable for any applicable conveyance, transfer and recording fees, and any real estate transfer stamps or taxes and related charges imposed on any transfer of Assets by this Agreement. Assignee shall defend and hold Assignor harmless with respect to the payment of all conveyance, transfer, and recording fees and real estate transfer stamps or taxes, if any, and those on the transfer of the Assets, including any assessed interest or penalties.

This Assignment is executed on \_\_\_\_July 27, 2017 \_\_ by Assignor, but shall be effective for all purposes as of the Effective Date stated above.

**ASSIGNOR** 

HPH Kansas, LLC

James Schroeder, Manager

ASSIGNEE

West Central Oil LLC

Jeffrey L. Dale, Member

## **ACKNOWLEDGEMENTS**

State of <u>GA</u>		
County of Fulton		
This instrument was acknowled James Schroederas a Manag	ger of HPH Kansas, LLC.	by
COUNTY OF COUNTY	Card Gahajer  Notary Public in and for the State of GA.  Tame: Carol Gahafer  Commission Expires: 09-34-2018	
State of Kansas		
County of Newsho		
This instrument was acknowledge Jeffrey L. Dale, as a Member of West Centre		_ by
	Notary Public in and for the State of Kansas	
ANDRA L. STOVER Notary Public - State of Kansas	Name: ANDRA L Stover  Commission Expires: 03-12-18	
Appt. Expires 03-12-18	Commission Expires.	anticolore de la constante de

#### EXHIBIT "A"

## (1) Lander Lease:

LESSOR:

Hattie Hamilton and Elsie Wyant

LESSEE:

Dave Morgan

DATE:

March 11, 1960

RECORDED: PROPERTY:

Book 81, Misc., Page 301

SE/4, Section 28, T29S, R15E, Wilson

County, Kansas

## (2) Volunteer Unit:

### (a) The Stewart Lease:

LESSOR:

R.E. Stewart, et ux.

LESSEE:

Fredonia Gas Company

DATE:

November 8, 1917

RECORDED:

Book 26, Misc., Page 323

PROPERTY:

NW/4, Section 27, T29S, R15E, Wilson

County, Kansas

## (b) The VanCamp Lease:

LESSOR:

Joe VanCamp and Patsy VanCamp

LESSEE:

Candace L. House

DATE:

June 3, 1936

RECORDED:

Book 57, Misc., Page 267

PROPERTY:

T29S, R15E, Wilson County, Kansas

Section 27: -SW/4

Section 34: -N/2 NW/4 and SW/4 NW/4

# **AFFIDAVIT**

STATE OF KANSAS

**COUNTY OF NEOSHO** 

The undersigned, Jeffrey L. Dale, being duly sworn hereby deposes and says:

- West Central Oil LLC is wholly owned by Jeffrey L. Dale and Stephen P. Ballantyne
- West Central Oil LLC is the entity that purchases and holds oil and gas leases

I declare that to the best of my known complete.	owledge and belief the affirmation herein is true, co	orrect and
	Executed this of August	_, 2017
	Jeffrey L. Dale Member West Central Oil LLC	-
NOT	ARY ACKNOWLEDGEMENT	
State of Kansas		
County of Neosho		
This instrument was acknown Jeffrey L. Dale, as a Member of We		by
	and at stown	
ANDRA L. STOVER Notary Public - State of Kansas	Notary Public in and for the State of Kansas Name: And RA L Stover	_
Appt. Expires 3-12-18	Commission Expires 03-12-18	-

## **AFFIDAVIT**

STATE OF KANSAS

COUNTY OF NEOSHO

The undersigned, Jeffrey L. Dale, being duly sworn hereby deposes and says:

- Verde Oil Company is wholly owned by Jeffrey L. Dale and Stephen P. Ballantyne
- Verde Oi Company is a licensed operator in the State of Kansas
- Verde Oil Company operates oil and gas leases on behalf of West Central Oil LLC

I declare that to the best of my knowledge and belief the affirmation herein is true, correct and complete.

	Executed this 22 of Agril	, 2017
	Jeffrey L. Dale Vice President Verde Oil Company	
	NOTARY ACKNOWLEDGEMENT	
State of Kansas		
County of Neosho		
This instrument was ac Jeffrey L. Dale, as Vice Preside	cknowledged to me on	by
	Anda A Strum	
ANDRA L. STOVER Notary Public State of Kansas	Notary Public in and for the State of Kansas Name:	
Appt. Expires 3-12-18	Commission Expires 3-12-18	