

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:

- 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: _____

Signature: _____

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 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 2014

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**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: _____

AGREEMENT FOR SALE OF OIL AND GAS LEASES

This agreement made and entered into this 30 day of October, 1980, by and between Milton E. Codner and Steven E. Codner, of Gibbon, Nebraska, hereinafter called "SELLERS", and Ivan Holt, of Russell, Kansas, hereinafter called "BUYER".

R E C I T A L

WHEREAS, there is now pending in the District Court of Russell County, Kansas an action entitled "Ivan Holt, Plaintiff, vs. Milton E. Codner and Steven E. Codner, Defendants, wherein the Plaintiff prays for a judgment granting specific performance of an Agreement to purchase from the Defendants all of the Defendants' right, title and interest in a certain oil and gas lease dated January 25, 1934, from Henry Boxberger et al, Lessors, to Jno. R. Donley, Lessee, as hereinafter specifically described; and

WHEREAS, the parties understand and recognize that Milton E. Codner and Steven E. Codner on or about the 28th day of July, 1980 executed a certain instrument entitled "Agreement for Purchase of Oil and Gas Leases" dated the 28th day of July, 1980, as Sellers and delivered said instrument to Leo R. Herbel, and that a copy of said instrument is marked Exhibit "A" attached hereto and by reference made a part hereof, and that on or about the 7th day of August, 1980, Milton E. Codner mailed a letter dated August 7, 1980, to Leo R. Herbel, a copy of which is marked Exhibit "B" attached hereto and by reference made a part hereof. Gene Kent claims that he has purchased all of the Sellers' working interest in the certain oil and gas leases herein after described and referred to as the Boxberger lease and the Eveleigh lease, and all personal property thereon, effective August 1, 1980, and has taken possession of said leasehold and the production therefrom, and claims to have made improvements and paid certain operating expense; and

WHEREAS, the Buyer desires to purchase the working interest of the oil and gas leases as hereinafter described on the condition that he will assume and will be responsible as to any right, title and interest of Gene Kent and others.

NOW, THEREFORE, the Sellers hereby agree to sell and assign by sufficient assignment of oil and gas leases and bills of sale to Buyer, and Buyer agrees to purchase the following described oil and gas leases and personal property, to-wit:

- A. All working interest in that certain oil and gas lease dated January 25, 1934, from Henry Boxberger, et ux, Lessors, to Jno. R. Donley, Lessee, recorded in Book 18, Page 161, insofar as the same covers the following described real estate, to-wit:

The Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirty-three (33), Township Thirteen (13) South, Range Fourteen (14) West, Russell County, Kansas,

including all personal property thereon and subject to overriding royalties of record, hereinafter referred to as the Boxberger lease;

- B. All working interest in that certain oil and gas lease dated February 9, 1943, from Frank N. Eveleigh, et al, Lessors, to R. B. Stotts, Lessee, recorded in Book 103, Page 269, insofar as the same covers the following described real estate, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$) of Section Fifteen (15), Township Seventeen (17) South, Range Fourteen (14) West, Barton County, Kansas,

including all personal property thereon and all interest of Sellers in that certain Salt Water Disposal System Agreement dated July 28, 1955, by and between Wm. G. Eveleigh, et al, and Republic Natural Gas Company, et al, as recorded in Book 191, Page 165 of the records of Barton County, Kansas, hereinafter referred to as the Eveleigh lease,

for the sum of \$225,000.00 to be paid this date as follows:

- A. The sum of \$10,000.00 in a cashier's check payable to Gene Kent drawn to the order of Sellers;
- B. The sum of \$163,301.21 to pay the mortgage liens of The Home State Bank, Russell, Kansas, against said leases to be paid to The Home State Bank, Russell, Kansas;
- C. The sum of \$20,901.50 to be held by Woelk, Culley and Ehrlich, Russell, Kansas as escrow holder for the payment of other liens and operating expenses of Sellers to August 1, 1980. Payment of such items shall include the items and amounts as set forth on Exhibit "C" attached hereto and those hereafter approved for payment by Sellers and Buyer. The escrow holder to pay the balance remaining in the fund to the Sellers on or before the 29th day of April, 1981; provided, however, the escrow holder may retain possession of sufficient funds to pay all unsatisfied liens filed against the above-described working interest in oil and gas leases, personal property thereon, until final determination of the rights of the party claiming the lien;
- D. The balance remaining in the sum of \$30,797.29 shall be made by Buyer to Sellers upon execution and delivery of this Agreement.

All of the following terms and conditions are mutually agreed to and binding on all parties hereto:

- A. Sellers shall forthwith execute their assignments and bills of sale of said oil and gas leases and personal property and deliver the same to Buyer, and Buyer may immediately record said oil and gas lease assignments and bills of sale and obtain a transfer order effective August 1, 1980. The assignments, bills of sale, transfer orders, and other closing instruments shall provide that all covenants of title by the Sellers or that said property is free of all liens, encumbrances or adverse claims or any warranty to defend the same against all persons, lawfully claiming or to claim the same, shall be subject to the rights and claims of Gene Kent, which the Buyer assumes under this contract.
- B. Sellers shall assign and deliver to the Buyer the Salt Water Disposal Agreement to which the Eveleigh oil and gas lease is connected.
- C. Sellers shall pay seven-twelfths (7/12) of 1980 taxes and prior taxes on said property and all bills incurred by them prior to August 1, 1980 for the operation of said leases so that said leases are sold to Buyer free and clear of all liens. Buyer shall pay five-twelfths (5/12) of the 1980 taxes and all subsequent taxes.

- D. All oil on hand in the tank facilities of the above-described leases and all oil sold after August 1, 1980 shall be the property of the Buyer.
- E. Sellers shall execute transfer orders to Buyer for said oil and gas leases as soon as the same are available.
- F. The effective date of this sale for the purpose of paying expenses and receiving oil proceeds shall be August 1, 1980.
- G. The parties mutually recognize that Buyer and one Gene Kent claim to have agreements with Sellers to purchase the Boxberger lease from Sellers, that Gene Kent claims the right to purchase and has taken possession of all of the working interest and personal property sold under this Agreement, and that as a result of this sale litigation may be filed against some or all of the parties hereto by Gene Kent and the parties agree as follows in reference to said claims by Kent and possible litigation thereof:
 - 1. Buyer assumes all liability and responsibility as to any right, title or interest of Gene Kent in the working interest and personal property sold to the Buyer under this Agreement, and will indemnify and hold Sellers harmless from any and all liability and loss as a result of any claim, demand or cause of action by Gene Kent and from any recovery against Sellers from litigation filed by Gene Kent.
 - 2. Buyer shall pay all expense of defending any suit, action or other proceedings brought by Gene Kent against Sellers, and shall be entitled to conduct said defense for both Sellers and Buyer, and Sellers shall fully cooperate with Buyer in the defense of said litigation.
 - 3. Buyer shall have the right to adjust, settle, or compromise any claim, suit, or judgment in respect of any obligation of the Sellers to Gene Kent.
 - 4. Buyer shall be entitled to any benefits received from litigation between the parties hereto and Gene Kent, including sums paid by Gene Kent for said leases if his litigation against Sellers is successful.
 - 5. The instrument, Exhibit "A", attached hereto identifies the Buyer as "Gene Kent and others". The parties agree that all covenants and agreements herein contained, including the Agreement to hold Sellers harmless as to any claim, demand, or causes of action by Gene Kent apply equally to any claim, demand, or causes of action by the group identified as "Gene Kent and others" and as to any assignee under any assignment by Gene Kent of any interest in the leases above described.
 - 6. Sellers shall forthwith refund the \$10,000.00 paid by Gene Kent with the cashier's check aforesaid, and will return the Bank draft on the Home State Bank, Russell, Kansas, No. 60710 dated July 30, 1980 and payable to the order of Milton

E. Codner and Steven E. Codner in the amount of \$10,000.00 purchased by Gene Kent. The letter forwarding said instruments to Gene Kent and demanding that he give possession to said leases to the Buyer has been approved the Buyer and his attorney.

- H. The parties authorize, direct and empower Woelk, Culley and Ehrlich, Russell, Kansas, escrow holder, to pay the liens and bills listed on Exhibit "C" or any liens and bills hereafter authorized by Sellers and Buyer in writing, from the funds escrowed hereunder.
- I. This agreement is in full settlement and satisfaction of all claims, rights and causes of action by the Buyer against the Sellers. The Buyer will dismiss the present litigation between the parties hereto that is identified in the Recital to this Agreement at the Buyer's cost.
- J. In entering into this Agreement, the Buyer is not relying upon any representation or promise of Sellers, Sellers' agents, and attorney as to any right, title, or interest of Gene Kent in the above described leases, and in particular, is not relying upon statements made as to any oral representation or promise by Sellers to Gene Kent prior to, contemporaneous with, or subsequent to the execution of the instrument identified as Exhibit "A".
- K. This Agreement contains the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof. In the event of any conflict or ambiguity between the terms of this Agreement and any instruments delivered to the Buyer enclosure of this Agreement, the terms of this Agreement shall control and be binding between the parties.
- L. All the terms, conditions, covenants and agreements of this Agreement shall survive the closing under this Agreement and remain in full force and effect between the parties hereto.
- M. This agreement shall be binding upon the parties, their heirs, assigns and legal representatives.

IN WITNESS WHEREOF the parties have hereto set their hands the day and year first above written.

Milton E. Codner
Milton E. Codner

Steven E. Codner
Steven E. Codner

SELLERS - FIRST PARTIES

Ivan Holt
Ivan Holt

BUYER - SECOND PARTY

Russell, Kansas
October 30, 1980

The undersigned acknowledge receipt of \$ 20,901.50 as escrowed funds from Sellers and Buyer, and agree to act as escrow holders of this Agreement.

Woelk, Culley and Ehrlich
By: John T. Wash

EXHIBIT "A"

AGREEMENT FOR PURCHASE OF OIL AND GAS LEASES

THIS AGREEMENT, Made and entered into this 28 day of July, 1980, by and between MILTON F. CODNER AND STEVEN E. CODNER, his son, hereinafter referred to as sellers, and GENE KENT and others, hereinafter referred to as buyer.

Sellers are the owners of an oil and gas lease covering the Southwest Quarter (SW/4) of Section 15-17-14 containing 160 acres, located in Barton County, Kansas, known as the Eveleigh Lease, and an oil and gas lease on the Northeast Quarter of the Northeast Quarter (NE/4 of the NE/4) of Section 33-13-14 containing 40 acres, located in Russell County, Kansas, known as the Boxberger Lease.

1. That sellers are the owners of the above described leases and wish to sell those leases for Two Hundred Twenty-five Thousand Dollars and No/100 (\$225,000.00) ~~after both leases have been in operation for a minimum of 30 days from the date of this agreement~~ FRH
SC
ME

2. That all liens or encumbrances on the above described leases will be paid in full, and that buyers will have a good and indefeasible title to said leases.

3. A down payment of Ten Thousand Dollars and No/100 (\$10,000.00) is being made to get said leases in operating condition and will be applied on the above stated purchase price if the above leases average approximately 15 barrels of oil per day. If these leases do not average that figure, the purchase price will be renegotiated.

The effective date of the purchase of these leases is August 1, 1980. ✓

IN WITNESS WHEREOF, The parties hereto have set their hands the day and year first above written.

SELLERS:

Milton F. Codner
Milton F. Codner

Steven E. Codner
Steven E. Codner

BUYER:

Gene Kent
Gene Kent

by Leo R. Redd

August 7th, 1950

Dear Leo:

Right for last Gene Kent called me up and I visited with him and he said that he talked to you that day about the wells, but you didnt say anything to him about the adjustment of the price at all. I told him that I have an offer from Ivan Holt for \$275,000.00 and that \$225,000 is under the market and I also have an offer from Everett Sechtem and he discussed Sechtem's situation, but I could care less about any of their circumstances, if they come up with the money, I have got to pay my bills out of the money I receive. I know you have been good to me and helped get the wells runing and it is worth alot to have them pumping, but not too the tune of \$50,000 I cant stand any such amount of difference and I need all the money, I can get to clear the expenses and mortgages to sell clear and free, you have first chance to buy the leases, but I want all I can get and I have these other offers. At the present prices of oil, you dont have to figure very long and you can see that \$275,000 is a lot under the market price of oil production.

CONSENT TO TRANSFER OPERATIONS OF OIL AND GAS LEASES
FROM RUSSELL OIL, INC. TO DONALD H. KRUG

THE UNDERSIGNED, being one of the working interest owners to the following described oil and gas leases, to-wit:

- | | |
|-----------------------|--|
| 1. H. Boxberger Lease | NE/4 NE/4 33-13-14, Russell County, Kansas |
| 2. Steinert Lease | S/2 S/2 2-16-15, Barton County, Kansas |
| 3. Hickey Lease | SE/4 25-14-14, Russell County, Kansas |

(hereinafter collectively referred to as the "Subject Leases") does hereby consent and agree to the transfer of operations for the Subject Leases from Russell Oil, Inc. to Donald H. Krug (Operator No. 8394) and to Russell Oil, Inc. relinquishing operations of the Subject Leases to the new operator. The undersigned confirms that I have retained Donald H. Krug as the new operator of the Subject Leases and request that the Kansas Corporation Commission process the filed Form T-1 to reflect the change of operator on each lease.

SIGNED on the date of the acknowledgment hereinbelow.

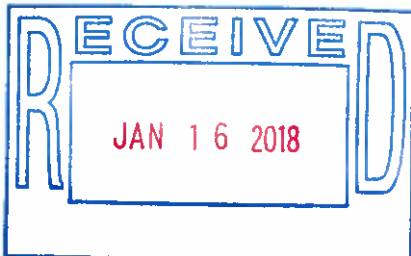
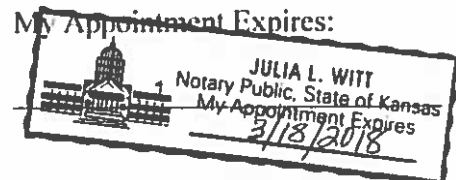
LORETTA HOLT TRUST #1
(Sandra Lou Krug Trust B Share)
Dated August 1, 1992

By: *Sandra Lou Krug*
Sandra Lou Krug, Trustee *Trustee*

STATE OF KANSAS, RUSSELL COUNTY, ss:

This instrument was acknowledged before me on the 11 day of January, 2018, by Sandra Lou Krug, Trustee.

Julia L. Witt
Notary Public



CONSENT TO TRANSFER OPERATIONS OF OIL AND GAS LEASES
FROM RUSSELL OIL, INC. TO DONALD H. KRUG

THE UNDERSIGNED, being one of the working interest owners to the following described oil and gas leases, to-wit:

- | | |
|-----------------------|--|
| 1. H. Boxberger Lease | NE/4 NE/4 33-13-14, Russell County, Kansas |
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SIGNED on the date of the acknowledgments hereinbelow.

L and B Holt Investments, LLC

By: Ivan LeRoy Holt
Ivan LeRoy Holt, Manager

STATE OF OKLAHOMA, OKLAHOMA COUNTY, ss:

This instrument was acknowledged before me on the 8th day of January, 2018, by Ivan LeRoy Holt, Manager of L and B Holt Investments, LLC.

Bret Underwood
Notary Public

My Appointment Expires:

3/6/2020



CONSENT TO TRANSFER OPERATIONS OF OIL AND GAS LEASES
FROM RUSSELL OIL, INC. TO DONALD H. KRUG

THE UNDERSIGNED, being one of the working interest owners to the following described oil and gas leases, to-wit:

- | | |
|-----------------------|--|
| 1. H. Boxberger Lease | NE/4 NE/4 33-13-14, Russell County, Kansas |
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| 3. Hickey Lease | SE/4 25-14-14, Russell County, Kansas |

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SIGNED on the date of the acknowledgment hereinbelow.

LORETTA HOLT TRUST #1
(Barbara Sue Simpson Trust B Share)
Dated August 1, 1992

By: Barbara Sue Simpson TTEE
1398 Barbara Sue Simpson, Trustee
Barbra

STATE OF CALIFORNIA, COUNTY OF _____, ss:

On _____ day of January, 2018, before me, _____ personally appeared Barbara Sue Simpson who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Please see attachment (Seal)

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Los Angeles }

On Jan. 10th, 2018 before me, Sue Lunsford - Notary Public
(Here insert name and title of the officer)

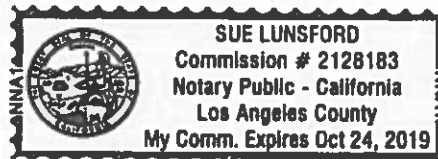
personally appeared Barbra Sue Simpson,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten Signature]
 Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Consent to transfer operations of oil & gas leases from Russell Oil, Inc. to Donald H. Krug
(Title or description of attached document continued)
 Number of Pages 1 (w/ Attachment) Document Date 01/10/2018

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____