KOLAR Document ID: 1371776

## 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					

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### Side Two

## Must Be Filed For All Wells

* Lease Name:					
Well No.	API No. (YR DRLD/PRE '67)	Footage from Secti (i.e. FSL = Feet from S	on Line	Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle FSL/FNL	<i>Circle</i> 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		
		I JL/FINL	LL/  VVL		

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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## 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) CI	B-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	SecTwpS. R 🗌 East 🗌 West
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip: +	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: ( ) Fax: ( )	
Email Address:	
Surface Owner Information:	
Name:	
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:	county, and in the real estate property tax records of the county treasurer.
City: State: Zip:+	_
are preliminary non-binding estimates. The locations may be entered.  Select one of the following:  I certify that, pursuant to the Kansas Surface Owner Notion owner(s) of the land upon which the subject well is or will	tank batteries, pipelines, and electrical lines. The locations shown on the plated on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.  The locations shown on the plated on the Form C-1 plat, or a separate plat may be submitted.  The locations shown on the plated on the Form C-1 plat, or a separate plat may be submitted.  The locations shown on the plated on the Form C-1 plat, or a separate plat may be submitted.  The locations shown on the plated on the Form C-1 plat, or a separate plat may be submitted.
CP-1 that I am filing in connection with this form; 2) if the form; and 3) my operator name, address, phone number, for	orm being filed is a Form C-1 or Form CB-1, the plat(s) required by this ax, and email address.
KCC will be required to send this information to the surface	). I acknowledge that, because I have not provided this information, the se owner(s). To mitigate the additional cost of the KCC performing this dress of the surface owner by filling out the top section of this form and the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 hand form and the associated Form C-1, Form CB-1, Form T-1, or Form	dling fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.
I hereby certify that the statements made herein are true and corre	ect to the best of my knowledge and belief.
Date: Signature of Operator or Agent:	Title:

# ASSIGNMENT & BILL OF SALF

## STATE OF <u>KANSAS</u> COUNTY OF <u>BARTON</u>

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Energy Partners, LLC, whose address is 1515 Wynkoop Street, Suite 700 Denver, Colorado 80202; First 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"): Fruits Resources LLC, whose address is 324 Clayton Street, Denver, Colorado 80202; and Joint Pluss known as Assignor"), for good and valuable cash consideration, the receipt and sufficiency of which are Kansas, LLC, whose address is 3033 East First Ave., Suite 502, Denver, Colorado 80202 (collectively

Webco Oil Company Inc. 2136 NE 90 Ave. Hoisington, KS 67544

100.00% of 8/8ths

- concessions, working interests, farmout rights or other mineral rights of any nature the lands and the oil, gas and mineral leases described in Exhibit A attached hereto, whether the interests of such Assignor in such property are fee interests, leasehold interests, licenses, (collectively, the "Leases"); (a)
- the oil and/or gas wells (whether producing, non-producing or shut-in) described in Exhibit B 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. 9
- 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);
- Assets, or with the production or treatment of all servitudes, easements, rights-of-way and orders used, or held for use, in connection with hydrocarbons from, or attributable to, the Assets (collectively, the "Easements"); the ownership or operation of the **E**
- 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 all lease agreements (other than the Leases), royalty agreements, assignments, gas purchase 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 oil purchase and sale agreements, farmin and farmout transportation and marketing agreements, (collectively, the "Contracts"); and sale contracts, **e**
- 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 dehydrators, compressors, treaters, power lines, field processing facilities, flowlines, gathering lines, transmission lines and all other pipelines and equipment; and or operation of the Assets, including well equipment, casing, rods, tanks, boilers, buildings, separators, inventory, machinery, fixtures, motors, tubing, pumps,  $\oplus$
- 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 severance tax records, geological and geophysical data, reservoir and (g)

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:

- 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 ASSIGNOR, BUT CLAIMS ARISING BY, THROUGH AND UNDER NOT OTHERWISE. TO TITLE
- 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 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 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 ASSIGNEE THAT IT IS EXPRESSLY UNDERSTOOD BY HYDROCARBONS.  $\alpha$
- 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 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 incurred in respect of the Assets before the Effective Date, and Assignor will receive all 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 3
- 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, participating 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 agrees to assume any and all of the liabilities and obligations, or alleged or expenses and liabilities associated with the Assets occurring, accruing or attributable to including, but not limited to (a) paying and delivering royalties, overriding royalties, nonany 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 Further, Assignor shall indemnify, defend and hold Assignee harmless from and against all claims, demands, costs, are attributable to a time period prior to the Effective Date. times prior to the Effective Date. Assignee

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- 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. S
- 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 Assignor being responsible for filing and payment of all taxes accruing on and after the Effective Date based upon their respective interests. 9

- 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. ∞
- 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. 6

[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:

HIGH PLAINS ENERGY PARTNERS, LLC By: Samuel Gary Jr. & Associates, Inc., Manager

., President Semuel Gary, . By: FIRST FRUITS RESOURCESTLC

JOINT PLUSS KANSAS, LLC

Craig Ambler, Manager

By:

alna a

Doug Fluss, Manager

By:

ASSIGNEE:

WEBCO OIL COMPANY INC.

N.R. Weber, President By:

## **ACKNOWLEDGMENTS**

STATE OF Colorado COUNTY OF Denver

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This instrument was acknowledged before me on this JiM day of November, 2017, by Samuel Gary Jr. as President of Samuel Gary Jr. & Associates, Inc., manager of High Plains Energy Partners, LLC, on behalf of said company.

Witness my hand and official seal.

My commission expires McFadden
Indian B. McFadden
OTARY DUBLIC
STATE OF COLORADO
NOTARY ID 19974017182
MY COMMISSION EXPIRES SEPTEMBER 22, 2021

Janua B. M. Ladde

(SEAL)

STATE OF Colorado COUNTY OF Denis

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This instrument was acknowledged before me on this  $10^{4/4}$  day of November, 2017, by Craig Ambler as Manager of First Fruits Resources, LLC, on behalf of said company.

Witness my hand and official seal.

My commission expires:

TAMMY B MCFADDEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974017182
WY COMMISSION EXPIRES SEPTEMBER 22, 2021

Janua 3 m tadden

STATE OF Colorado
COUNTY OF Denver

**000** 000

day of November, 2017, by Doug Pluss as Manager This instrument was acknowledged before me on this of Joint Pluss Kansas, LLC, on behalf of said company

Witness my hand and official seal.

My commission expires:

TAMMY B. MCFADDEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY HE 19974017182
(SE.A.MY COMMISSION EXPIRES SEPTEMBER 22, 2021

Farmy B. M. Tadden.

STATE OF Mansael COUNTY OF Banton

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This instrument was acknowledged before me on this Lett day of November, 2017, by N. R. Weber as President of Webco Oil Company Inc., on behalf of said company.

Witness my hand and official seal.

My commission expires:

(SEAL) Entring My Appt. 540. 2 State of Kansas

form Kene Notary Public

### Exhibit A

TP	K21650	I HBb	ENGENE MITSON	SAMUEL GARY IR & ASSOCIATES INC	90/1/70	Вапоп	S91	01 A	MSMSSE	LZ6Z E19	1-1 NOSTIM 00'11

Expipit B

To Assignment and Bill of Sale Agreement dated effective November I, 2017

Barton County, KS

%52.18	100,001	IS	2 11W 10 MW SW SE 900 FST / 2310 FEL	591	90/11/20	12-009-24931-0000	KS	Barton	REDTAIL	WILSON 1-10	KS0131100
IMN	GMI	SUTATS	L BUG SEC DESCRIPTION	WT N	IST OIL	VЫ ИПШВЕК	STATE	COUNTY	PROSPECT	METT NAME	NOWBEK METT