

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 _____

Side Two

Must Be Filed For All Wells

KDOR Lease No.: _____

* Lease Name: _____ * Location: _____

| Well No. | API No. (YR DRDL/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) |
|----------|------------------------------|--|--------------------------|-----------------------------------|--------------------------------------|
| | | <i>Circle</i> FSL/FNL | <i>Circle</i> 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.

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 # _____

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 & BILL OF SALE

STATE OF KANSAS

COUNTY OF BARTON

§
§
§

Effective as of November 1, 2017, at 12:01 A.M., local time, ("Effective Date"), **High Plains Energy Partners, LLC**, whose address is 1515 Wynkoop Street, Suite 700 Denver, Colorado 80202; **First Fruits Resources LLC**, whose address is 324 Clayton Street, Denver, Colorado 80202; **Joint Pluss Kansas, LLC**, whose address is 3033 East First Ave., Suite 502, Denver, Colorado 80202; and **Larson Engineering Inc.**, whose address is 562 West State Road 4, Olmitz, Kansas 67564 (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"):

Webco Oil Company Inc. **100.00% of 8/8ths**
2136 NE 90 Ave.
Hoisington, KS 67544

- (a) 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, 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 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.
- (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, farm in 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.**
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 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.
4. Assignor 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, non-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 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:

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



By: Samuel Gay, Jr., President

FIRST FRUITS RESOURCES LLC



By: Craig Ambler, Manager

JOINT PLUSS KANSAS, LLC



By: Doug Pluss, Manager

LARSON ENGINEERING INC.

By: Thomas Larson, President

ASSIGNEE:

WEBCO OIL COMPANY INC.



By: N.R. Weber, President

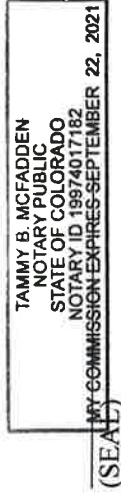
ACKNOWLEDGMENTS

STATE OF Colorado §
COUNTY OF Denver §

This instrument was acknowledged before me on this 10th 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:



Tammy B. McFadden
Notary Public

STATE OF Colorado §
COUNTY OF Denver §

This instrument was acknowledged before me on this 10th 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 §
COUNTY OF Denver §

This instrument was acknowledged before me on this 10th day of November, 2017, by Doug Pluss as Manager 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 _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of November, 2017, by Thomas Larson as President of Larson Engineering Inc., on behalf of said company.

Witness my hand and official seal.

My commission expires:

(SEAL) _____

Notary Public

STATE OF Kansas §
COUNTY OF Barton §

This instrument was acknowledged before me on this 16th 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:



Juan Toriel
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:

HIGH PLAINS ENERGY PARTNERS, LLC


By: Samuel Gay, Jr. & Associates, Inc., Manager

By:  Samuel Gay, Jr., President

FIRST FRUITS RESOURCES LLC

By:  Craig Ambler, Manager

JOINT PLUSS KANSAS, LLC

By:  Doug Pluss, Manager

LARSON ENGINEERING INC.

By:  Thomas Larson, President

ASSIGNEE:

WEBCO OIL COMPANY INC.

By: N.R. Weber, President

ACKNOWLEDGMENTS

STATE OF Colorado §
COUNTY OF Denver §

This instrument was acknowledged before me on this 16th 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:

(SEAL)
TAMMY B. MCFADDEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974017182
MY COMMISSION EXPIRES SEPTEMBER 22, 2021

Tammy B. McFadden
Notary Public

STATE OF Colorado §
COUNTY OF Denver §

This instrument was acknowledged before me on this 16th 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:

(SEAL)
TAMMY B. MCFADDEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974017182
MY COMMISSION EXPIRES SEPTEMBER 22, 2021

Tammy B. McFadden
Notary Public

STATE OF Colorado §
COUNTY OF Denver §

This instrument was acknowledged before me on this 10th day of November, 2017, by Doug Pluss as Manager of Joint Pluss Kansas, LLC, on behalf of said company.

Witness my hand and official seal.

My commission expires:

(SEAL)
TAMMY B. MCFADDEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19974017182
MY COMMISSION EXPIRES SEPTEMBER 22, 2021

Tammy B. McFadden
Notary Public

STATE OF Kansas §
COUNTY OF Barber §

This instrument was acknowledged before me on this 14th day of November, 2017, by Thomas Larson as President of Larson Engineering Inc., on behalf of said company.

Witness my hand and official seal.

My commission expires:

(SEAL)
5/5/2020

Debra J. Jones
Notary Public

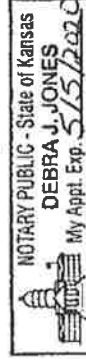


Exhibit A
 To Assignment and Bill of Sale Agreement dated effective November 1, 2017
 Barton County, KS

| Prospect Name | Lease No. | Tract | Status | Lessor | Lessee | Lease Date | County | Twn | Rng | Sec | Legal Description | Bk | Pg | Net W/ Acres | Property |
|---------------|-----------|-------|--------|--------------------|---------------------------------|------------|--------|-----|-----|-----|------------------------------------|-----|------|--------------|--------------------------|
| REDTAIL | KS4013 | 1 HBP | | REDETZKE FARMS INC | SAMUEL GARY JR & ASSOCIATES INC | 7/17/2004 | Barton | 16S | 11W | 10 | E2SE | 612 | 3505 | 80.00 | REDETZKE FARMS 2-10 (SI) |
| REDTAIL | KS4013 | 2 HBP | | REDETZKE FARMS INC | SAMUEL GARY JR & ASSOCIATES INC | 7/17/2004 | Barton | 16S | 11W | 10 | N2, E2 & E2W2SE (aka E2SE, E2W2SE) | 612 | 3505 | 440.00 | REDETZKE FARMS 2-10 (SI) |

Recorded

| WELL NUMBER | WELL NAME | PROSPECT | COUNTY | STATE | API NUMBER | IST OIL PRODUCTION | TWP | RNG | SEC | DESCRIPTION | STATUS | GWI | NRI |
|-------------|---------------------|----------|--------|-------|-------------------|--------------------|-----|-----|-----|-------------|--------|---------|--------|
| KS0130110B | REDETZKE FARMS 2-10 | REDTAIL | Barton | KS | 15-009-24859-0000 | 04/13/06 | 16S | 11W | 10 | SW | SI | 100.00% | 81.25% |