

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: _____

2019-03322

KATIE FORCK

MIAMI COUNTY REGISTER OF DEEDS

RECORDED: 08/05/2019 09:47:36 AM

TOTAL FEES: 106.00 MTG AMOUNT: 0.00

PAGES: 6 RECEIPT: 4005802

BOOK 290 PAGE 709

FILED FOR RECORD
TIME 10:20 A.M.

JUL 26 2019

Muse
Book 290 Page 709
REGISTER OF DEEDS, FRANKLIN CO., KS
INSTRUMENT # 2318
10602

(Original compared with record)

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

THIS ASSIGNMENT OF LEASEHOLD RIGHTS, BILL OF SALE AND CONVEYANCE (hereinafter called "**Assignment**") is executed by the parties hereto on the dates shown in their respective acknowledgments below, to be effective for all purposes, however, as of the 24th day of July, 2019 (hereinafter called the "**Effective Date**"), by and between Diamond Star Oil, Inc., a Kansas corporation, with an address of 219 Brookside Dr., Paola, KS 66071, and Paulsen Energy, LLC, a Kansas limited liability company with an address of 219 Brookside Dr., Paola, KS 66071 (the "Assignor", whether one or more), and ZETA Energy Assets, LP, a Delaware limited partnership with an address of 919 North Market Street, Suite 950, Wilmington, DE 19801 ("Assignee").

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell, transfer and convey to Assignee, subject to all of the terms and provisions of this Assignment, the following:

The oil and gas leases described on Exhibit A (the "Leases"); all oil, gas, water, disposal and injection wells located on the lands covered by the Leases or included in pooled acreage or units with which any of the Leases may have been pooled or unitized (the "Wells"), including the Wells listed on Exhibit B; and all oil, gas and other hydrocarbons produced from or attributable to the Wells, and all other real and personal property, any and all other property rights relating to the Leases or Wells, the leasehold estates created thereby, or the lands covered by the Leases or included in pooled acreage or units with which any Lease may have been pooled or unitized, including, but not limited to, all surface leases and surface use agreements, easements, rights of way, servitudes, contracts, contract rights, water rights, lease, title and other files, geophysical and seismic data, and any net profits interest, production payments, reversionary interests and other interests in the oil and gas in place or the production thereof from the lands covered by the Leases or included in pooled acreage or units with which any of Leases may have been pooled or unitized (all the foregoing collectively the "Properties").

This Assignment is subject to the terms and provisions of that certain Purchase and Sale Agreement entered into by and between Assignor and Assignee, dated effective as of July 24, 2019 (the "PSA"). In the event of a conflict between the terms of this Assignment and the terms of the PSA, the terms of the PSA shall control.

Assignor will do, execute, acknowledge and deliver, all and every such further acts, conveyances, transfer orders, division orders, notices, releases and acquittances and such other instruments as may be necessary or appropriate more fully to assure to Assignee, its successors and assigns, all of the respective properties, rights, titles, interests, estates, remedies, powers and privileges by this instrument granted, bargained, sold, conveyed, assigned, transferred, set over and delivered, or otherwise vested in Assignee or intended so to be.



✓ ANDERSON & BYRD LLP
PO BOX 17
216 S HICKORY
OTTAWA KS 66067

Assignor hereby warrants title to the Properties from and against all persons claiming by, through or under Assignor, but not otherwise. Assignor and Assignee acknowledge that the PSA limits certain breaches of such warranty.

Except as specifically set forth in the preceding paragraph and those reflected in the PSA, Assignor makes no representations or warranties, express or implied, in connection with the property being conveyed. Except for the representations and warranties set forth the preceding paragraph or as set forth in the PSA, Assignor is conveying the assets without representation or warranty, either expressed or implied at common law, by statute, or otherwise (all of which Assignor hereby disclaims), relating to (a) operating condition, (b) merchantability, design, or quality, (c) fitness for any particular purpose, (d) absence of latent defects, (e) environmental condition of the assets, (f) value, (g) validity of the leases, or (h) any other matter whatsoever. Implied warranties or merchantability and fitness for a particular purpose as to any personal property being conveyed are expressly disclaimed.

To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations, warranties and covenants given with respect to the Leases. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce the covenants, representations and warranties, if any, which Assignor is entitled to enforce with respect to the Leases, but only to the extent not enforced by Assignor.

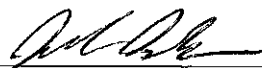
This Assignment, and the terms, conditions, covenants and provisions hereof, shall be binding upon and shall inure to the benefit of the Assignor and the Assignee, and their respective successors and assigns.

This Assignment may be executed by Assignors and Assignee in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument, and the delivery of such counterparts may be via facsimile or email, which shall be as effective as hand delivery of original instruments.


IN WITNESS WHEREOF the Assignor and the Assignee have duly executed this Assignment by their respective proper officers, all by authorization duly given.

ASSIGNOR:

DIAMOND STAR OIL, INC.

By: 
Name: John Paulsen
Title: President

PAULSEN ENERGY, LLC

By: 
Name: John Paulsen
Title: manager

ASSIGNEE:

ZETA ENERGY ASSETS, LP

By: Zeta Energy, LLC, its General Partner

By: William Mieger, Mgr.
Name: WILLIAM MIEGER
Title: Manager

ACKNOWLEDGMENTS

STATE OF KANSAS)
) SS:
COUNTY OF FRANKLIN)

This instrument was acknowledged before me, this 24 day of July, 2019, by John Paulsen, as President of Diamond Star Oil, Inc., a Kansas corporation, on behalf of said corporation.



Ronda Rossman
Notary Public in and for State of KANSAS

My commission expires: 5/25/22

STATE OF KANSAS)
) SS:
COUNTY OF FRANKLIN)

This instrument was acknowledged before me, this 24 day of July, 2019, by John Paulsen, as Manager of Paulsen Energy, LLC, a Kansas limited liability company, on behalf of said limited liability company.

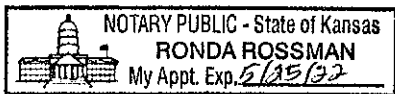


Ronda Rossman
Notary Public in and for State of KANSAS

My commission expires: 5/25/22

STATE OF KANSAS)
) SS:
COUNTY OF FRANKLIN)

This instrument was acknowledged before me, this 24 day of July, 2019, by William Mieger, as Manager of Zeta Energy, LLC, general partner of ZETA Energy Assets, LP, a Delaware limited partnership, on behalf of said partnership.



Ronda Rossman
Notary Public in and for State of KANSAS

My commission expires: 5/25/22

EXHIBIT "A"

Attached to and made a part of that certain Assignment, Bill of Sale and Conveyance dated effective as of July 24, 2019, by and between Diamond Star Oil, Inc., and Paulsen Energy, LLC as Assignor, and ZETA Energy Assets, LP, as Assignee.

****NOTE:** If at time of Closing new leases for the McGinnis and Davis properties have not be obtained, then post-Closing and post execution of new leases, a subsequent Assignment, Bill of Sale and Conveyance shall be executed conveying such new leases to Assignee.

Lease Name	Property Description	Recording Information with County Register of Deeds
William P. Miller	S/2 NE/4 Section 10, Township 17 South, Range 21 East in Franklin Co., KS	Book Misc. 12, Page 242
Sylvester Miller	E/2 SW/4 and W/2 SE/4 Section 10, Township 17 South, Range 21 East in Franklin Co., KS	Book Misc. 8, Page 439
Gardner	W/2 SW/4 Section 10, Township 17 South, Range 21 East in Franklin Co., KS	Book Misc. 8, Page 442
Fred S. Graves	Beginning 43 rods W of NE corner of NE/4 Section 15, Township 17 South, Range 21 East, thence South 108 rods, thence West 37 rods, thence South 52 rods to the South line of said quarter, thence West to the SW corner of said quarter, thence North to NW corner of said quarter, thence East to point of beginning, containing 105 acres, more or less; and beginning 29 7/13 rods South of the NE corner of the SE/4 Section 15, Township 17 South, Range 21 East, thence West 65 rods, thence South 2 6/13 rods, thence East 65 rods, thence North to the point of beginning, containing 1 acre more or less, all in Franklin Co., KS	Book Misc. 8, Page 270
Haight	SE/4 and S/2 NE/4 Section 3, Township 17 South, Range 21 East, and N/2 NE/4 Section 10, Township 17 South, Range 21 East, all in Franklin Co., KS	Book 104, Page 83
McGinnis	NE/4 NE/4, S/2 NE/4, W/2 NW/4 NE/4 Section 32, Township 17 South, Range 21 East, and the tract lying immediately East of the West 10 acres and immediately West of the East 442 feet of the SE/4 SE/4 Section 29, Township 17 South, Range 21 East, all in Franklin Co., KS	Book Misc. 101, Page 175
Davis	SW/4 NE/4, NW/4 NE/4, and SE/4 NW/4 Section 33, Township 17 South, Range 21 East in Franklin Co., KS	Book Misc. 69, Page 277

Brady	NW/4 NW/4, except the North 33 ½ acres thereof, and the SW/4 NW/4 all in Section 33, Township 17 South, Range 21 East in Franklin Co., KS	Book 290, Page 430
Jensen	SE/4 NE/4 Section 33, Township 17 South, Range 21 East in Franklin Co., KS	Book 290, Page 435
Ellis	Fractional SW/4 containing 134.64 acres, more or less, excepting therefrom the following tracts: Beginning at the SW corner of the fractional SW/4, thence East 660 feet, thence North 1320 feet, thence West 660 feet, thence South 1320 feet to the point of beginning, containing 20 acres, more or less; also beginning at the SE corner of the fractional SW/4, thence North 00°09'38" West 1517.57 feet along the East line of said fractional quarter, thence North 89°48'19" West 1572.94 feet, thence South 00°32'47" West 1516.55 feet, thence South 89°46'07" East 1591.66 feet along the South line of said fractional quarter to the point of beginning, containing 55.105 acres, more or less, all in Section 19, Township 17 South, Range 22 East in Miami County, Kansas	Book Misc. 308, Page 403
Shofner	W/2 S/2 Section 3, Township 17 South, Range 22 East in Miami County, Kansas	Book 2019, Page 03006