KOLAR Document ID: 1476337

## 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:  | uea wur uns iorin.  |  |  |  |
|--|---|--|--|--|
| Oil Lease: No. of Oil Wells**  | Effective Date of Transfer:  KS Dept of Revenue Lease No.:                                  |  |  |  |
| Gas Lease: No. of Gas Wells**  |   |  |  |  |
| Gas Gathering System:  | Lease Name:   |  |  |  |
| Saltwater Disposal Well - Permit No.:  |   |  |  |  |
| Spot Location: feet from N / S Line  | SecTwp R E W 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 feet from E / W Line of Section  Haul-Off Workover Drilling |  |  |  |
| Past Operator's License No.  | Contact Person:   |  |  |  |
| Past Operator's Name & Address:  |   |  |  |  |
| rasi Operator s Name & Address.  | Phone:  |  |  |  |
|  | Date:   |  |  |  |
| 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 noted, approved and duly recorded in the records of the Kansas Corporation Commission records only and does not convey any ownership interest in the | Commission. This acknowledgment of transfer pertains to Kansas Corporation                  |  |  |  |
| 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:  | permitted by No.:   |  |  |  |
| Date:  | Date:   |  |  |  |
| Authorized Signature   | Authorized Signature  |  |  |  |
| DISTRICT EPR   | PRODUCTION UIC  |  |  |  |

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#### Side Two

#### Must Be Filed For All Wells

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

KOLAR Document ID: 1476337

### 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:+   | If filing a Form T-1 for multiple wells on a lease, enter the legal description of   |  |  |
| Contact Person:  |  |  |  |
| Phone: ( ) Fax: ( )  |  |  |  |
| Email Address:   | -<br>-   |  |  |
| 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:   | accepts, and in the week extens property toy records of the accepts traceurer  |  |  |
| City: State: Zip:+   | _  |  |  |
| the KCC with a plat showing the predicted locations of lease roads, to   | chodic Protection Borehole Intent), you must supply the surface owners and cank 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.                     |  |  |
| ☐ I certify that, pursuant to the Kansas Surface Owner Notice owner(s) of the land upon which the subject well is or will be           | e Act (House Bill 2032), I have provided the following to the surface e located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form m being filed is a Form C-1 or Form CB-1, the plat(s) required by this s, 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 owner(s). To mitigate the additional cost of the KCC performing this ess of the surface owner by filling out the top section of this form and e 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 C | ng fee with this form. If the fee is not received with this form, the KSONA-1<br>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, BILL OF SALE AND CONVEYANCE

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STATE OF KANSAS

COUNTY OF MORRIS AND WABAUNSEE

KNOW ALL MEN BY THESE PRESENTS:

This Assignment, Bill of Sale and Conveyance ("Assignment") is effective as of the 1st day of November, 2019 ("Effective Time"), by and between Fairway Energy L.L.C., BVD, Inc., Vernon Resources L.L.C., and ABV Ventures, LLC with a mailing address of 1601 NW Expressway, Suite 777, Oklahoma City, OK 73118 (known hereinafter collectively as "Assignor"), and Coal Creek Energy, LLC with a mailing address of 14208 Nieman Road, Overland Park, KS 66061 and Global Equity Funding LLC with a mailing address of 13901 Conser Apt. 1607, Overland Park, KS 66223, in equal shares ("Assignee").

Assignor, in and for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does hereby GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, SET OVER, CONVEY AND DELIVER unto Assignee, all of Assignor's right, title and interest in and to the wellbores, pipelines, disposal wells, disposal well agreements and oil and gas leases on Exhibit "A" (collectively referred to as the "Properties") attached hereto and made a part of this Assignment, including any easements, rights-of-way or servitudes required to produce and/or further develop the Properties.

This Assignment is further expressly subject to the following:

- 1. This Assignment includes all of Assignor's right, title and interest in and to the Properties, together with all associated well equipment, production facilities, fixtures, pipelines, midstream assets, and any other improvements to said Properties, and personal property owned by Assignor situated thereon or used or obtained in connection therewith, and all contracts, agreements, permits, easements and rights of every kind obtained or used in connection with, are a part of, or are necessary in the continued operation of said Properties.
- 2. Reservation of Non-Cost Bearing Interests and Ashburn-Droll: Assignor excepts and reserves all of its Royalty Interests, Mineral Interests, Surface Interests, and any other non-cost bearing interest associated with, pertaining to, or otherwise connected with said Properties to the extent, and only to the extent, that said Non-Cost Bearing Interests existed and were vested in Assignor prior to October 18, 2019 and such assignments have been properly recorded in the applicable office of the register of deeds office. Assignor also excepts and reserves all of its right, title and interest in the Properties described on Exhibit "B" (the "Excluded Assets").
- 3. All accounts payable and any and all costs and expenses with respect to Assignor's interest in the Properties, which were incurred prior to the Effective Time, shall be the obligation of and be paid by Assignor, and all costs and expenses incurred by Assigned on or after the Effective Time shall be the obligation of and be paid by Assignee. Any 2019 taxes attributable to or other connected with the Properties shall be prorated with respect to the Effective Time. Assignee shall assume the cost and expense of plugging the wellbores, all the restoration of the surface, and any environmental liabilities, whether or not the obligation for such plugging, restoration, or environmental liabilities occurred before or after the Effective Time.
- 4. All production and all proceeds attributable to production from the Properties prior to the Effective Time excepting a two foot oil blanket to be left in the gun barrels serving the Davis Ranch Leases, (including such proceeds from the sale of any oil above the pipeline connections in storage tanks used in connection with the Properties as of the Effective Time), shall be the property of and paid over to the Assignor. All production and proceeds attributable to production on and after the Effective Time shall be the property of Assignee.
- 5. Assignee, by acceptance of this Assignment, hereby covenants and agrees to assume the responsibility for the Properties and further agrees to comply with all requirements, statutes, rules and regulations of any regulatory agency having jurisdiction over the Properties. Assignee agrees to release, indemnify and hold Assignor harmless against any expense, loss, cost (including court costs, attorney fees and expenses) claim or cause of action brought against Assignor or Assignee by any third party or regulatory agency arising from or relating to Assignees ownership of the Properties.

Mailed 1/4/19

- 6. Assignee acknowledges that it has relied solely on its own independent investigation of the Properties, both surface and subsurface, in making its decision to acquire the Properties, and that Assignor has made no representations or warranties as to the accuracy or completeness of any information which may have been provided Assignee by Assignor. Assignee accepts all personal property and fixtures associated with the Properties "AS IS" and "WHERE IS" and Assignor hereby expressly disclaims, negates, and makes this Assignment with NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO THE PROPERTIES AS TO THE DESCRIPTION, QUANTITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO MODELS, OR SAMPLES OF MATERIALS, OR MERCHANTABILITY, OR OTHERWISE.
- 7. This Assignment is made without warranty of title, either express or implied except that Assignor hereby warrants title to be free and clear of all claims, demands and encumbrances on title created by, through and under Assignor, but not otherwise.

This Assignment is made subject to that certain Purchase and Sale Agreement executed by Assignor and Assignee on October 18, 2019.

The terms, covenants and conditions hereof shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective transferees, successors and assigns; and such terms, covenants and conditions shall be covenants running with the land and oil and gas leases attributable thereto.

This Assignment is executed as of the date of acknowledgements below but is made effective for all purposes as of the Effective Time.

ASSIGNOR:

FAIRWAY ENERGY L.L.C.

Print/Title: Righe Verson, President

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me on this 28 day of 0Ctober, 2019, by, Blake Vernon in his capacity as President of Fairway Energy L.L.C.

My Commission Expires:

Notary Public:

8.11.23

Kylee Wall

ASSIGNOR:

BVD, INC.

Print/Title: James 5. 1/

STATE OF KANSAS

COUNTY OF Woods on

This instrument was acknowledged before me on this 24th day of October, 2019, by, Somes & Vernon as President of BVD, Inc.

My Commission Expires:

Notary Public:

07-26-2020

Bour & Clarke

A BETH E. CLARKE
Notary Public - State of Kansas
My Appt. Expires 7/26/2020

STATE OF OKNOWN & SCOUNTY OF OKNOWN as Print/Bern of Vernon Resources L.L.C.

My Commission Expires:

Notary Public:

Notary Public:

ASSIGNOR:

ASSIGNOR:

ABV VENTURES, LLC

By:\_\_\_\_( Print/Title:

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA

This instrument was acknowledged before me on this the thing was acknowledged before me on this the things are the same of the things are things are the thi

My Commission Expires:

8-11-23

Notary Public:

#### **EXHIBIT "A"**

Well Name: A.H. Hermstein 1 A.H. Hermstein 2 A.H. Hermstein 3 SWD R.W. Cox #1 **Ed Williams 2** E.I. Belt 1 E.I. Belt 2 Lucy B. Kieffer 1 Lucy B. Kieffer 2 SWD Lucy B. Kieffer 5 Lucy B. Kieffer 6 Lucy B. Kieffer 7 M. Hermstein 1 M. Hermstein 2 M. Hermstein 3 M. Hermstein 4 M. Hermstein 5 Vincent 1 SWD Vincent 2 SWD Vincent Kieffer 1 W.O. Olsen 1 W.O. Olsen 2 W.O. Olsen 3 W.O. Olsen 6 W.O. Olsen 7 W.O. Olsen 8 Lease Date: 4/26/1949 Elmer I. Belt et ux Lessor: Book/Page: K/142 Description: N/2 SE/4 of Section 26-15S-9E, Morris County, Kansas Lease Date: 4/28/1949 Lessor Raymond W. Cox et ux Book/Page: K/152 Description: W/2 SE/4 of Section 23-15S-9E, Morris County, Kansas Lease Date: 1/26/1950 Lessor: The Union Central Life Insurance Co. Book/Page: 8/214 Description: W/2 SE/4 of Section 23-15S-9E, Morris County, Kansas Lease Date: 4/28/1949 Lessor: A.H. Hermstein Book/Page: K/140 Description: SW/4 SE/4 of Section 26-15S-9E and N/2 NE/4 of Section 35-15S-9E, Morris County, Kansas Lease Date: 4/27/1949 Lessor: August Hermstein et ux Book/Page: K/138 Description: SE/4, S/2 NE/4 of Section 35-15S-9E, Morris County, Kansas

Lease Date:

Book/Page: Description:

Lessor:

5/4/1949

Frank King et al

NE/4 of Section 26-15S-9E, Morris County, Kansas

Lease Date:

5/2/1949

Lessor:

Vincent Kieffer et ux

Book/Page:

K/146

Description: NE/4 of Section 26-15S-9E, Morris County, Kansas

Lease Date:

Lessor: Book/Page: Vincent Kieffer et ux K/135

Description:

NW/4 SW/4, S/2 SW/4, SW/4 SE/4, and a tract of land of approximately 1 acre in a "V"

shape in the SW corner of the SE/4 SE/4 all in Section 24-15S-9E, Morris County,

Kansas

12/30/1949 Lease Date:

Lessor:

The Union Central Life Insurance Co.

Book/Page:

Description:

E/2 SW/4 of Section 26-15S-9E and the N/2 NW/4 of Section 35-15S-9E, Morris

County, Kansas

Lease Date:

4/26/1949

Lessor: Book/Page: Earnest E. Foreman

K/131

Description:

W/2 NW/4 of Section 26-15S-9E, Morris County, Kansas

Lease Date:

5/2/1949

Lessor:

Vincent Kieffer

Book/Page:

K/136

Description:

SW/4, E/2 NW/4, N/2 NE/4 of Section 25-15S-9E, Morris County, Kansas

Well Name:

Davis A-3

Davis A-4

Davis A-6

Davis A-10

Davis A-11 Davis A-13

Davis A-15

Davis A-19

Davis A-23

Davis A-28 SWD

Davis A-29

Davis A-30

Davis A-31

Davis A-32

Davis B-2 SWD

Davis B-3

Davis B-4 SWD

Davis B-5 SWD

Davis B-7

Davis C-2

Lease Date: Lessor:

5/21/1948 G.H. Davis et ux

Book/Page:

16/13

Description:

NW/4, W/2 NE/4, W/2 SE/4, E/2 SW/4 of Section 33-13S-10E, Wabaunsee County,

Lease Date:

5/21/1948 G.H. Davis et ux

Lessor: Book/Page:

16/14

Description:

E/2 NW/4, W/2 NE/4 of Section 4-14S-10E, Wabaunsee County, Kansas

Lease Date: Lessor:

5/21/1948 G.H. Davis et ux

Book/Page:

16/15

Description:

SW/4 SE/4, W/2 NW/4 SE/4, E/2 NE/4 SW/4, SE/4 SW/4 of Section 28-13S-10E,

Wabaunsee County, Kansas

Well Name:

Olsen 1 SWD Olsen 2

Lease Date:

1/29/1982

Lessor:

June Olsen 29/700

Book/Page: Description:

S/2 NW/4 of Section 35-15S-9E, Morris County, Kansas

Lease Date:

Lessor:

Earl M. Knighton and Mary K. Knighton, husband and wife

Book/Page:

31/693

Description:

S/2 NW/4 of Section 35-15S-9E, Morris County, Kansas

Lease Date:

1/21/1984

Lessor:

Lori Lynn Heilman, a single person

Book/Page:

31/695

Description:

S/2 NW/4 of Section 35-15S-9E, Morris County, Kansas

Lease Date:

1/4/1984

Lessor:

David H. Heilman and Mary E. Heilman, husband and wife

Book/Page: 31/697

Description:

S/2 NW/4 of Section 35-15S-9E, Morris County, Kansas

Lease Date:

1/4/1984

Lessor:

David Randall Heilman and Joyce Heilman, husband and wife

Book/Page:

31/699

Description:

S/2 NW/4 of Section 35-15S-9E, Morris County, Kansas

Well Name:

Miller 1

Section 34-13S-10E

And being all of Assignor's wellbore, midstream, and oil and gas leasehold interest in Morris County, Kansas, and Wabaunsee County, Kansas, regardless of the omission of any well or wellbore, Midstream Agreement, Easement, Lease or Leases, errors in description, any incorrect or misspelled names, or any transcribed or incorrect recording references, less and except the Excluded Assets referenced on Exhibit "B."

**END OF EXHIBIT "A"** 

#### EXHIBIT "B" Excluded Assets

Well Name:

Ashburn 1

Ashburn 2 SWD Ashburn 3

Lease Date:

12/17/1956

Lessor:

William Edgar Ashburn and Doris Irene Ashburn

Book/Page:

179/74

Description:

SE/4, N/2 SW/4, Lot 5 in the NE/4, Lot 6 in the NW/4 of Section 29-14S-10E,

Wabaunsee County, Kansas

Lease Date:

Lessor:

11/7/1957 J.S. Abercrombie

Book/Page:

179/183

Description:

SW/4 of Section 28-14S-10E; SE/4, N/2 SW/4, Lot 5 in the NE/4, Lot 6 in the NW/4 of

Section 29-14S-10E, Wabaunsee County, Kansas

Lease Date:

Lessor:

Hannah A. Droll, et al.

Book/Page:

170/213

7/6/1955

Description:

Lots 2, 3 and 4 in the N/2 of Section 29-14S-10E, Wabaunsee County, Kansas

**END OF EXHIBIT "B"** 

#### **AFFIDAVIT**

### **STATE OF KANSAS**

### **COUNTY OF JOHNSON**

The undersigned, John Loeffelbein, being duly sworn hereby deposes and says:

Coal Creek Energy, LLC is the owner of the leases (Legal Description is included in assignment)

Coal Creek Energy, LLC will have Haas Petroleum, LLC as operator on the leases outlined on the Change of Operator form effective 11/1/2019

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

Executed this of November 2

John Loeffelbein, Managing Member:

**NOTARY ACKNOWLEDGEMENT** 

STATE OF KANSAS, COUNTY OF JOHNSON

NOTARY PUBLIC: MORONA HOLOS

MY COMMISSION EXPIRES: 7/3/

7/30/2023

MORGAN HAAS
Notary Public
State of Kansas
My Commission Expires 120/2

#### **AFFIDAVIT**

### **STATE OF KANSAS**

#### **COUNTY OF JOHNSON**

The undersigned, Michael Burnstein, being duly sworn hereby deposes and says:

Global Equity Funding, LLC is the owner of the leases (Legal Description is included in assignment)

Global Equity Funding, LLC will have Haas Petroleum, LLC as operator on the leases outlined on the Change of Operator form effective 11/1/2019

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

Executed this of Nowaber 2019

Michael Burnstein, Managing Member:

Michael Bun

**NOTARY ACKNOWLEDGEMENT** 

STATE OF KANSAS, COUNTY OF JOHNSON

NOTARY PUBLIC: MOTGAL Hade

MY COMMISSION EXPIRES: 1

30/2023

MORGAN HAAS
Notary Public
State of Kansas
My Commission Expires 120/2023