

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: _____

Title: _____

Signature: _____

Oil / Gas Purchaser: _____

Date: _____

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 | _____ |
| _____ | _____ | 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 | _____ |
| _____ | _____ | 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 | _____ |

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

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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: _____



BLAKE PRODUCTION COMPANY, INC.

1601 NW Expressway, Suite 1200
Oklahoma City, OK 73118
(405) 286-9800 Ext. 14
FAX (405) 286-9799
Charles.woner@blakeproduction.com

Surface Owners Information

Cimarron Pipeline LLC
1601 NW Expressway, Suite 777
OKC, OK 73118

Hermstein Farm Trust
248 Q. Ave.
Council Grove, KS 66846

Knighton Properties LLC
8802 E. Clubside Cir.
Wichita, KS 67206

Helen Olsen
370 P Ave.
Council Grove, KS 66846-8745

Kenneth and Janie Theel
1750 Old Manor Road
Emporia, KS 66801

James L. and Janet Holaday
102 N. Jefferson
Council Grove, KS 66846

Ronald and Charlotte Wessel Trust
1320 Road F
Emporia, KS 66801-7533

Steven Robert Moser
1215 Granite Road
Marysville, KS 66508

Debra J. Dudley
1065 S. 200 Road
Council Grove, KS 66846

James J. Byrum

1065 S. 200 Road
Council Grove, KS 66846

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF KANSAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MORRIS AND WABAUNSEE

§

§

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 11/4/19

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.

By: *Blake Vernon*
 Print/Title: Blake Vernon, President

STATE OF OKLAHOMA §
 §
 COUNTY OF OKLAHOMA §

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

My Commission Expires:
8.11.23

Notary Public:
Kylee Wall



ASSIGNOR:

BVD, INC.

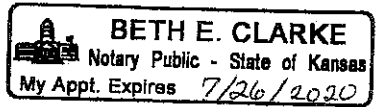
By: James S. Vernon
Print/Title: James S. Vernon, President

STATE OF KANSAS §
 §
COUNTY OF Woodson §

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

My Commission Expires:
07-26-2020

Notary Public:
Beth E. Clarke



ASSIGNOR:

VERNON RESOURCES L.L.C.

By: Jim Va
Print/Title: president

STATE OF Oklahoma §
COUNTY OF Oklahoma §

This instrument was acknowledged before me on this 28th day of October, 2019, by,
James Vernon as President of Vernon Resources L.L.C.

My Commission Expires:

08-11-23

Notary Public:

Kylee Wall



ASSIGNOR:

ABV VENTURES, LLC

By: Austin Vernon

Print/Title: Austin Vernon,
President

STATE OF OKLAHOMA §
 §
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me on this 28th day of October, 2019, by, Austin Vernon as President of ABV Ventures, LLC.

My Commission Expires: 8-11-23

Notary Public: Kylee Wall



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
Lessor: Elmer I. Belt et ux
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: 5/4/1949
Lessor: Frank King et al
Book/Page: K/34
Description: 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: 5/2/1949
Lessor: Vincent Kieffer et ux
Book/Page: 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

Lease Date: 12/30/1949
Lessor: The Union Central Life Insurance Co.
Book/Page: 8/211
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: Earnest E. Foreman
Book/Page: 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: 5/21/1948
Lessor: 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, Kansas

Lease Date: 5/21/1948
Lessor: G.H. Davis et ux
Book/Page: 16/14
Description: E/2 NW/4, W/2 NE/4 of Section 4-14S-10E, Wabaunsee County, Kansas

Lease Date: 5/21/1948
Lessor: 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
Book/Page: 29/700
Description: S/2 NW/4 of Section 35-15S-9E, Morris County, Kansas

Lease Date: 1/14/1984
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: 11/7/1957
Lessor: 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: 7/6/1955
Lessor: Hannah A. Droll, et al.
Book/Page: 170/213
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:

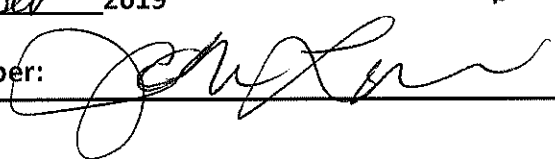
Coal Creek Energy, LLC is the owner of the leases (Legal Description is included in assignment)

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 1 of November 2019

John Loeffelbein, Managing Member:

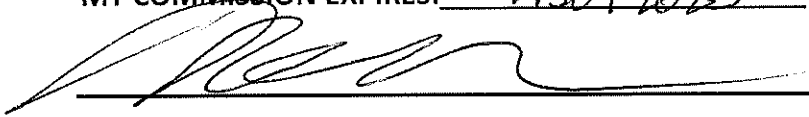


NOTARY ACKNOWLEDGEMENT

STATE OF KANSAS, COUNTY OF JOHNSON

NOTARY PUBLIC: Morgan Haas

MY COMMISSION EXPIRES: 2/30/2023



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 1 of November 2019

Michael Burnstein, Managing Member:

Michael Burnstein

NOTARY ACKNOWLEDGEMENT

STATE OF KANSAS, COUNTY OF JOHNSON

NOTARY PUBLIC: Morgan Haas

MY COMMISSION EXPIRES: 1/30/2023

[Signature]

