

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 _____ **

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): _____

Field Name: _____

**** Side Two Must Be Completed.**

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: _____

_____ is acknowledged as
the new operator of the above named lease containing the surface pit
permitted by No.: _____ .

Date: _____
Authorized Signature

Date: _____
Authorized Signature

DISTRICT _____	EPR _____	PRODUCTION _____	UIC _____
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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: _____

Assignment and Bill of Sale

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Edgar J. Huff Family Limited Partnership dba Huff Family Limited Partnership, a Texas Limited Partnership, herein "Assignor" for and in consideration of the sum of ten dollars (\$10.00), and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer and set over unto Edison Operating Company, LLC, herein "Assignee" all of Assignor's right, title and interest, if any, to the following interests (collectively the "Assigned Property"):

See Exhibit A

- A. All of Assignor's right, title and interest in and to the oil, gas and mineral leases, well or wells of every kind whatsoever, including, but not limited to, any oil or gas wells, saltwater disposal wells, unplugged, shut-in or abandoned wells, water wells or injection wells and any production therefrom, located on the Leasehold or lands or leases with which the Leasehold may be pooled or unitized, together with all of Assignor's right, title and interest in and to any equipment or other real, personal or mixed property of any kind whatsoever appurtenant thereto or used or obtained in connection with the said Leasehold, including, but not limited to, all platforms, casing, tubing, compressors, meters, separators, pumps, fixtures, tanks, tank batteries, gas plants and disposal systems, whether or not specifically described herein "Tangible Property".
- B. All of Assignor's rights, privileges, benefits, powers and obligations extended to or conferred upon Assignor by, through or under contracts of any kind whatsoever, including, without limitation, the leases hereby assigned and any valid pooling or unitization agreement to which they may be subject, operating agreements, letter agreements, farmout or participation agreements, existing as of the Effective Date of this instrument insofar, and only insofar, as they affect the herein assigned Leasehold or Tangible Property, herein "Contracts", and Assignee accepts the Assigned Property subject to all Contracts and is hereby subrogated to all of the rights, privileges, benefits, powers and obligations of Assignor under any such Contracts insofar, and only insofar, as such Contract covers the Assigned Property

THIS ASSIGNMENT IS MADE WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED IN EQUITY OR AT LAW, AS TO THE INTEREST OF ASSIGNOR IN AND TO THE ASSIGNED PROPERTY, TO THE TITLE OF ASSIGNOR IN AND TO THE ASSIGNED PROPERTY OR TO THE FITNESS OR MERCHANTABILITY OF THE TANGIBLE PROPERTY AND THE ASSIGNED PROPERTY IS HEREBY CONVEYED AND ACCEPTED ON AN AS IS, WHERE IS, BASIS WITH ALL DEFECTS. HOWEVER, TO THE EXTENT ASSIGNABLE OR TRANSFERABLE, ASSIGNOR HEREBY CONVEYS TO ASSIGNEE AND ASSIGNEE IS SUBROGATED TO ALL RIGHTS, COVENANTS AND WARRANTIES, IF ANY, WHICH ASSIGNOR MAY BE ENTITLED TO ENFORCE WITH REGARD TO ASSIGNED PROPERTY AGAINST ASSIGNOR'S PREDECESSORS IN TITLE.

This Assignment and Bill of Sale ("Assignment") is made subject to all conveyances, reservations and exceptions or other instruments of record. This Assignment is further made and Assignee hereby accepts this Assignment subject to all terms, provisions, covenants, conditions, obligations and agreements, including, but not limited to, the plugging responsibility for any well, surface restoration, or preferential purchase rights contained in any Contracts existing as of the Effective Date of this Assignment and affecting the Assigned Property. Assignee has inspected the Assigned Property for all purposes including, without limitation, environmental condition, the use or

evidence of asbestos, surface and subsurface water contamination, soil or air pollution and all other environmental conditions.

Assignee assumes and accepts all of Assignor's liability for the Assigned Property and hereby indemnifies and agrees to keep, save and hold Assignor harmless, free and clear from any claims, suits, demands, damages, penalties, settlements, judgments, actions or causes for action alleged, adjudged, arising or to arise prior to or subsequent to the Effective Date, notwithstanding when the basis for such claims, suits, actions or causes for action may have occurred as it pertains to, or is associated with, the operation of the oil and or gas wells and associated equipment described therein. The indemnity contained herein includes reasonable attorney fees required to be spent by Assignor in the defense of such claims, suits, demands, damages, penalties, settlements, judgments, actions or causes for action.

Assignee hereby warrants that it will comply with, all federal, state or local statutes, rules, regulations, orders or requirements including, without limitation, the disposal or discharge of waste, plugging any well, restoration of the surface or subsurface, plugging or re-plugging any well and posting plugging bonds for any and all wells on the Assigned Property.

Assignee by acceptance of this Assignment acknowledges that it is a sophisticated purchaser of oil and gas properties as such may be defined in any local, state or federal statute or regulation and Assignee hereby expressly waives all rights under any such existing local, state or federal statute to claim to be an unsophisticated purchaser.

All production or proceeds attributable to the Assigned Property prior to the Effective Date, including, without limitation, any oil above the pipeline connection in the tanks located on the Leasehold, belong to Assignor. All taxes, including, but not limited to, state excise taxes, state severance taxes and Ad valorem taxes or other taxes based on gross production and levied by a governmental body having jurisdiction for the current tax year will be borne by Assignor through the Effective Date and Assignee thereafter. Capital costs, production proceeds, expenses, unearned insurance premiums, paid utility charges applicable to periods following the Effective Date, prepaid rentals and any other prepaids or accrued payables, if any, attributable to the Assigned Properties will be prorated as of the Effective Date, and amounts owing from such proration shall be settled with a final accounting, which shall cover all revenue and expense items not finally accounted for at closing and shall be made at such time as complete records are available, but in no event greater than One Hundred Twenty (120) days following the closing of this transaction.

Assignor shall make Assignee aware of any gas imbalances; however, as of the date of this Assignment and Bill of Sale, Assignors have no knowledge of any such gas imbalances.

Assignee expressly assumes the plugging and abandonment and re-plugging and re-abandonment obligations of Assignors and/or Clayton Corporation as operator relative to any well on the assigned property in full compliance with any and all applicable federal, state and local laws, orders, rules, regulations and standards.

Assignee further agrees to indemnify and hold harmless Clayton Corporation from any and all claims which may arise from the operation of any oil and gas lease or well assigned hereunder, whether any such claim arises prior to or subsequent to the effective date of this assignment.

The parties hereto agree to do such further acts or execute such further documents as may reasonably be required to effectuate the terms of this conveyance.

If any provision of this conveyance is held invalid, such invalidity shall not affect the remaining provisions.

This conveyance cannot be modified or amended except by written instrument duly executed by Assignor and Assignee.

This Assignment is not intended to create, nor shall it be construed as creating, a joint venture, partnership, or any type of association; and the parties hereto are not authorized to act as agent or principal for each other with respect to any matter related thereto.

Exhibit A

Specific oil and gas leaseholds

Meade County, Kansas

WHEATLEY #1-30 well API (#15-119-00149) located in the NW NW of Sec. 30-T33S-R30W

Wheatley A-1

(1) Oil and gas lease
Dated: July 2, 1945
Lessor: Claude C. Wheatley, asp
Lessee: United Producing Company, Inc.
Recording
Data: Book 2 at page 467
Legal
Description: Northwest Quarter (NW/4) of Section 30, township 33 South, Range 30 West of the 6th P.M., Meade County, Kansas