KOLAR Document ID: 1524511

## 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:	ttea with this form.
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:
Gas Gathering System:	Lease Name:
Saltwater Disposal Well - Permit No.:	
Spot Location: feet from N / S Line feet from E / W Line	SecTwp R E W Legal Description of Lease:
Enhanced Recovery Project Permit No.:	
Entire Project: Yes No	County:
Number of Injection Wells **	
Field Name:	Production Zone(s):
** 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:	Phone:
i asi Operator s marrie a Address.	
	Date:
Title:	Signature:
New Operator's License No.	Contact Person:
New Operator's Name & Address:	Phone:
	Oil / Gas Purchaser:
	Date:
Title	Signature:
Title:	Signature.
<b>Acknowledgment of Transfer:</b> 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 pil
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. (YR DRLD/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)		
		CircleFSL/FNL	Circle 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/FNI	FEL/FWI				

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.

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### 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 (C	Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)	
OPERATOR: License #	Well Location:	
Name:	SecTwpS. R East	
Address 1:	County:	
Address 2:	Lease Name: Well #:	
City:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:	
Contact Person:	the lease below.	
Phone: ( ) Fax: ( )		
Email Address:		
Surface Owner Information:		
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional	
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:	county, and in the real estate property tax records of the county treasurer.	
City: State: Zip:+		
	s batteries, pipelines, and electrical lines. The locations shown on the plat In 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 A owner(s) of the land upon which the subject well is or will be lo	act (House Bill 2032), I have provided the following to the surface ocated: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form being filed is a Form C-1 or Form CB-1, the plat(s) required by this nd email address.	
KCC will be required to send this information to the surface ow	cknowledge that, because I have not provided this information, the vner(s). To mitigate the additional cost of the KCC performing this of the surface owner by filling out the top section of this form and 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 CP-	fee with this form. If the fee is not received with this form, the KSONA-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

THIS ASSIGNMENT AND BILL OF SALE (the "Assignment"), is from **BYRON E. HUMMON, JR. LIVING TRUST; CAROLYN S. HUMMON LIVING TRUST**, whose address is 101 N Main St, PO Box 365, Medicine Lodge, KS 67104 ("Assignor") to **ARP OPERATING, LLC**, whose address is 1444 Wazee St #125, Denver, CO 80202 ("Assignee").

For Ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, quit claims, grants, transfers, bargains, sells and conveys to Assignee all of Assignor's right, title and interest, less overriding royalties, if any, owned by Assignor(s), in and to the following (all of which are herein called the "Interests"):

The oil and gas leasehold interest(s) as described in Exhibit "A" attached hereto and made a part hereof (herein called the "Lease(s)"), including, but not limited to, the wells, facilities, equipment, and other fixtures or personal property related thereto or located thereon and/or presently used in the operation of the well(s) located on such leases or on lands pooled or unitized therewith and all agreements, rights of way, easements, licenses and orders pertaining thereto,

TO HAVE AND TO HOLD the Interests unto Assignee, and its successors and assigns, effective as of the Effective Time hereinafter set forth, forever.

With respect to the well(s), personal property and equipment assigned hereby, Assignor warrants title to the rights and interests assigned herein, and agrees that the rights and interests assigned herein are free and clear of all liens, encumbrances, and mortgages by, through, and under Assignor, but not otherwise.

It is understood and agreed that Assignee shall have inspected the property and premises and satisfied itself as to its physical and environmental condition, both surface and subsurface, and that Assignee shall accept all of the same in its "as is, where is" condition. In addition, Assignor shall make no representation, express or implied, as to the accuracy or completeness of any data, information or materials heretofore or hereafter furnished Assignee in connection with the Interests, or as to the quality or quantity of hydrocarbon reserves (if any) attributable to the Interests or the ability of the Interests to produce hydrocarbons. Any and all such data, information and other materials furnished by Assignor is provided to Assignee as a convenience and any reliance on or use of the same shall be at Assignee's sole risk.

By execution hereof, Assignee hereby assumes and agrees to pay and discharge or cause to be paid and discharged, and after the Effective Time hereof, to perform or cause to be performed, all of Assignor's obligations and liabilities arising and attributable to times on or after Effective Time incurred in the ordinary course of the operation of the Interests on or after the Effective Time pursuant to leases, operating agreements, agreements, contracts, gas and/or oil contracts (if any), instruments and other commitments to which the Interests are subject.

The Assignee shall receive credit for any oil and/or gas produced from said assigned premises from and after the Effective Time hereof.

Assignor hereby agrees to pay and discharge or cause to be paid, performed, and discharged, all obligations and liabilities arising and attributable to times before the Effective Time incurred in the ordinary course of the operation of the Interests before the Effective Time pursuant to leases, operating agreements, agreements, contracts, gas and/or oil contracts (if any), instruments and other commitments to which the Interests are subject.

By its acceptance of this Assignment, Assignee shall comply with and does hereby assume and agree to perform as to matters attributable to times on and after the Effective Time, Assignee's proportionate part of all express and implied covenants, obligations and reservations contained in the Lease, and the interests assigned herein are subject to and shall bear their proportionate share of all existing recorded burdens on the Lease, as of the Effective Time.

The parties hereto acknowledge that Interests assigned hereby were sold at public auction conducted by Mid-Continent Energy Exchange, LLC of Wichita, Kansas ("MCEE"), and that this transaction is subject to all terms and conditions of Buyer's Agreement to Purchase Properties entered into by and between Assignee, its predecessor, representative or agent, and MCEE, reference to which is made for all purposes herein. In the event of any conflict to disparity between said Agreement and this Assignment, the terms stated in this Assignment shall control.

This Assignment may be signed in multiple counterparts each of which shall be effective upon execution by the party signing the same, and shall be considered an original for all purposes. The signature and acknowledgement pages of each counterpart may be combined into a single document for recording, which shall be considered one and the same instrument.

The provisions hereof shall be covenants running with the lands and Lease(s) subject hereto, and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

Executed this 28th day of July, 2020; to be effective August 1, 2020.

**ASSIGNORS** 

BYRON E. HUMMON, JR. LIVING TRUST

By: Carolyn S. Hummon, Trustee

#### **ACKNOWLEDGEMENT**

STATE OF	Kansas	)
	0 .	) ss.
COUNTY OF _	Barber	)

This instrument was acknowledged before me on this 30<sup>th</sup> day of July, 2020, by Carolyn S. Hummon, Trustee of the Byron E. Hummon, Jr. Living Trust.

My commission expires:

NOTARY PUBLIC - State of Kansas
BRYANT C. THEIS
My Appt. Expires 11-5-23

## CAROLYN S. HUMMON LIVING TRUST

By: Carolyn S. Hummon, Trustee

## ACKNOWLEDGEMENT

STATE OF Kansas	)
COUNTY OF Barber	) ss.

This instrument was acknowledged before me on this 30<sup>th</sup> day of July , 2020, by Carolyn S. Hummon, Trustee of the Carolyn S. Hummon Living Trust.

My commission expires:

NOTARY PUBLIC - State of Kansas
BRYANT C. THEIS
My Appt. Expires 11-5-23

Notary Public

### **EXHIBIT "A"**

Attached to and made a part of that certain Assignment from BYRON E. HUMMON, JR. LIVING TRUST; CAROLYN S. HUMMON LIVING TRUST as Assignor, effective August 1, 2020, covering the following described lands located in BARBER COUNTY, KANSAS.

LEASE:

Platt #1-5A Gas Unit

Legal:

NW/4, Sec:5-34S-15W, Barber County, Kansas, containing 160 acres, more or less, recorded in Book 282, Page 163.

SW/4, Sec:5-34S-15W, Barber County, Kansas, containing 160 acres, more or less,

recorded in Book 282, Page 107.

SE/4, Sec:5-34S-15W, Barber County, Kansas, containing 160 acres, more or less,

recorded in Book 282, Page 139.

NE/4, Sec:5-34S-15W, Barber County, Kansas, containing 160 acres, more or less,

recorded in Book 282, Page 171.

LEASE:

Platt-6 GU

Legal:

Lot 1, Lot 2, Lot 3, Lot 4, NE/4, E/2 of the NW/4, E/2 of the SW/4 Sec: 6-34S-15W Lot 1, NE/4 of the NW/4 and the N/2 of the NE/4 Sec: 7-34S-15W Barber County,

Kansas containing 628.41 acres.

LEASE:

Platt 1-31 Gas Unit

Legal:

All Sec: 31-33S-15W, Barber County, Kansas containing 640 acres.

LEASE:

Elizabeth-6

Legal:

SE/4, Sec: 6-34S-15W, Barber County, Kansas, Containing 160 Acres.

LEASE:

Platt #1-20 Gas Unit

Legal:

W/2 SW/4, Sec: 20-33S-15W, Barber County, Kansas, containing 80 acres, more or less recorded in Book 288, Page 121

less, recorded in Book 288, Page 121.

NW/4, Sec: 20-33S-15W, Barber County, Kansas, containing 160 acres, more or less,

recorded in Book 288, Page 125.

NE/4, Sec: 20-33S-15W, Barber County, Kansas, containing 160 acres, more or less,

recorded in Book 288, Page 129.

LEASE:

Platt #1-28 Gas Unit

Legal:

W/2 W/2 of Sec: 28-33S-15W, Barber County, Kansas, recorded in Book 282, Page

219, containing 80 acres.

LEASE: PI

Platt #1-29 Gas Unit

Legal:

Section 29, Township 33 South, Range 15 West, Barber County, Kansas covering: NE/4, Sec: 29-33S-15W, Barber County, Kansas, containing 160 acres, more or less, recorded in Book 278, Page 569.

SE/4, Sec: 29-33S-15W, Barber County, Kansas, containing 160 acres, more or less, recorded in Book 278, Page 575.

NW/4, Sec: 29-33S-15W, Barber County, Kansas, containing 160 acres, more or less, recorded in Book 278, Page 581.

SW/4, Sec: 29-33S-15W, Barber County, Kansas, containing 160 acres, more or less, recorded in Book 278, Page 587.

LEASE:

Platt #1-30 Gas Unit

Legal:

E/2 NW/4, Lot #1 (35.12 acres) and Lot #2 (35.42 acres), Sec: 30-33S-15W, Barber County, Kansas, containing a total of 150.54 acres, recorded in Book 278, Page 611. E/2 SW/4, Lot #3 (35.74 acres) and Lot #4 (36.04 acres), Sec: 30-33S-15W, Barber County, Kansas, containing a total of 151.78 acres, recorded in Book 278, Page 605. NE/4, containing 160 acres, Sec: 30-33S-15W, Barber County, Kansas, recorded in Book 278, Page 593.

SE/4, containing 160 acres, Sec: 30-33S-15W, Barber County, Kansas, recorded in Book 278, Page 599.

The above described Oil and Gas Leases have been pooled, unitized, and consolidated in accordance with the terms and provisions thereof to form a 622.32 acre gas operating unit, known as the Platt #1-30 Gas Unit, consisting of the following described lands: All of Section 30, Township 33 South, Range 15 West, executed by Byron E. Hummon, Jr. and recorded in the office of the Register of Deeds, Barber County, Kansas in Book 288, Page 27.

LEASE:

Mike #1-32 Gas Unit

Legal:

NW/4, Sec: 32-33S-15W, Barber County, Kansas containing 160 acres, more or less, recorded in Book 282, Page 147.

SW/4, Sec: 32-33S-15W, Barber County, Kansas containing 160 acres more or less, recorded in Book 282, Page 187.

SE/4, Sec: 32-33S-15W, Barber County, Kansas containing 160 acres more or less, recorded in Book 282, Page 195.

NE/4, Sec: 32-33S-15W, Barber County, Kansas containing 160 acres more or less, recorded in Book 282, Page 179.

The above described Oil and Gas Leases have been pooled, unitized, and consolidated in accordance with the terms and provisions thereof, executed by Byron E. Hummon, Jr., effective May 25, 2001 and recorded in the office of the Register of Deeds, Barber County, Kansas in Book 288, Page 229 for the Mike #1-32 Gas Unit.

LEASE: Z-Bar 33 lease

Legal: E/2 SW/4 Sec: 28-33S-15W, Barber County, Kansas, containing 80 acres.

SW/4 NE/4 & NE/4 SW/4 Sec: 33-33S-15W, Barber County, Kansas, containing 80

acres.

SE/4 Sec: 33-33S-15 West, Barber County, Kansas, containing 160 acres. NW/4 Sec: 33-33S-15W, Barber County, Kansas, containing 160 acres. SE/4 SW/4 Sec: 33-33S-15W, Barber County, Kansas, containing 40 acres.

The above described Oil and Gas Leases have been pooled, unitized, and consolidated in accordance with the terms and provisions thereof, executed by Byron E. Hummon, Jr., effective August 27, 2002 and recorded in the office of the Register of Deeds,

Barber County, Kansas in Book 293, Page 392.

LEASE: Z-Bar 1-20

Legal: E/2 SW/4 & SE/4 of Sec: 20-33S-15W, Barber County, Kansas, containing 120 acres,

recorded in Book 289, Page 137.

LEASE: Wells-7 Lease

Legal: SW/4 Sec: 7-34S-15W, Barber County, Kansas, containing 160 acres.

LEASE: Platt Z-Bar #1-32 Gas Unit

Legal: W/2 SW/4, Sec: 33-33S-15W containing 80 acres more or less recorded in Book 280,

Page 475.

E/2 SE/4, Sec: 32-33S-15W containing 80 acres more or less recorded in Book 282,

Page 195.

IT IS ASSINGOR'S INTENT TO CONVEY TO ASSIGNEE ALL OF ASSIGNOR'S RIGHTS, TITLE, INTEREST AND ESTATE, LESS OVERRIDING ROYALTIES, IF ANY, IN AND TO THE LANDS, REGARDLESS OF THE OMISSION OF ANY PARTICULAR LEASE OR LEASES, ERRORS IN DESCRIPTION, INCORRECT OR MISSPELLED NAMES OR INCORRECT RECORDING REFERENCE.

END OF EXHIBIT "A"