

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 _____

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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: _____

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (the "Assignment"), is from **BYRON E. HUMMON, JR. 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.

EXHIBIT "A"

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

LEASE: Merrill Trust-2 Lease

Legal: Sec: 2-34S-16W, Comanche County, Kansas, consisting of 640 Acres, Recorded in Book 94, Page 919.

LEASE: Merrill Trust-36 Lease

Legal: Sec: 36-34S-16W, Comanche County, Kansas, consisting of 640 Acres,
E/2 Sec: 35-34S-16W, Comanche County, Kansas, consisting of 320 Acres, 960 Total Acres.

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"