

KANSAS CORPORATION COMMISSION  
OIL & GAS CONSERVATION DIVISION

Form T-1  
April 2019  
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: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

New Operator's License No. \_\_\_\_\_

Contact Person: \_\_\_\_\_

New Operator's Name & Address: \_\_\_\_\_

Phone: \_\_\_\_\_

New Operator's Email: \_\_\_\_\_

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

\_\_\_\_\_ is acknowledged as 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 \_\_\_\_\_



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: \_\_\_\_\_ + \_\_\_\_\_

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: \_\_\_\_\_





- (f) all equipment, machinery, fixtures and other real, personal and mixed property (excluding vehicles) situated on the Leases and used, or held for use, in connection with the ownership or operation of the Assets, including well equipment, casing, rods, tanks, boilers, buildings, tubing, pumps, motors, fixtures, machinery, inventory, separators, dehydrators, compressors, treaters, power lines, field processing facilities, flowlines, gathering lines, transmission lines and all other pipelines and equipment; and
- (g) copies of all of the files, records, information and data solely and directly pertaining to the Assets in Assignor's possession and/or to which Assignor has a right, including title records, abstracts, title opinions, title certificates, interpretive data, computer records, production records, severance tax records, geological and geophysical data, reservoir and well information.

TO HAVE AND TO HOLD all of Assignor's right, title and interest in and to all of said Assets unto Assignee, its successors and assigns, forever. This Assignment is made and accepted expressly subject to the following terms and conditions:

1. **THIS ASSIGNMENT IS MADE WITHOUT ANY WARRANTY OF ANY KIND TO THE ASSETS, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, WHETHER EXPRESS, IMPLIED OR STATUTORY EXCEPT WITH RESPECT TO TITLE CLAIMS ARISING BY, THROUGH AND UNDER ASSIGNOR, BUT NOT OTHERWISE.**
2. **IT IS EXPRESSLY UNDERSTOOD BY ASSIGNEE THAT ANY PERSONAL PROPERTY, FIXTURES, EQUIPMENT AND ITEMS THAT COMPRISE THE ASSETS ARE BEING CONVEYED TO ASSIGNEE "AS IS" AND "WHERE IS" AND WITHOUT WARRANTY OF MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE, EITHER EXPRESS OR IMPLIED, AND ASSIGNEE ACCEPTS SUCH ASSETS IN THEIR PRESENT CONDITION WITH ALL FAULTS AND DEFECTS, INCLUDING, BUT NOT LIMITED TO, THE PRESENCE OF NATURALLY OCCURRING RADIOACTIVE MATERIAL. IN ADDITION, ASSIGNOR MAKES NO REPRESENTATION, COVENANT, OR WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA DELIVERED TO ASSIGNEE WITH RESPECT TO THE ASSETS, OR CONCERNING THE QUALITY OR QUANTITY OF HYDROCARBON RESERVES, IF ANY, ATTRIBUTABLE TO THE ASSETS, OR THE ABILITY OF THE ASSETS TO PRODUCE HYDROCARBONS, OR THE PRICES THAT ASSIGNEE WILL BE ENTITLED TO RECEIVE FOR SUCH HYDROCARBONS.**
3. Assignee will bear all expenses which are incurred in respect of the Assets on and after the Effective Date, and Assignee will receive all proceeds in respect of the Assets attributable to the period on and after the Effective Date. Assignor will bear all expenses which are incurred in respect of the Assets before the Effective Date, and Assignor will receive all proceeds collectible in respect of the Assets attributable to the period prior to the Effective Date (regardless of whether such proceeds are received prior to or after the Effective Date). Subject to the terms hereof, all monies, proceeds, receipts, credits and income attributable to the ownership and operation of the Assets (i) for all periods of time from, and including, the Effective Date, shall be the property and entitlement of Assignee, and to the extent received by Assignor, Assignor shall promptly after such receipt, fully disclose, account for and transmit the same to Assignee and (ii) for all periods of time prior to the Effective Date, shall be the sole property and entitlement of Assignor, and to the extent received by Assignee, Assignee shall promptly fully disclose, account for and transmit the same to Assignor.
4. Assignee agrees to assume any and all of the liabilities and obligations, or alleged or threatened liabilities and obligations, for claims, losses, damages, costs, expenses, diminutions in value, suits and causes of action of any kind or character (i) attributable or arising out of ownership or operation of the Assets subsequent to the Effective Date, including, but not limited to (a) paying and delivering royalties, overriding royalties, non-participating royalties and other burdens on production; (b) satisfying obligations in connection with or arising out of balancing of overproduction or underproduction from the Assets; and (c) obligations to comply with all laws and governmental regulations with respect to the Assets and (ii) with respect to the environmental conditions of the Assets, for any event attributable or arising out of ownership or operation of the Assets after the Effective Date. Assignor shall pay and assume all liabilities and obligations for claims, causes of action, demands, expenses and liabilities related to the Assets which occurred or are attributable to a time period prior to the Effective Date. Further, Assignor shall

indemnify, defend and hold Assignee harmless from and against all claims, demands, costs, expenses and liabilities associated with the Assets occurring, accruing or attributable to times prior to the Effective Date.


5. Assignor does hereby represent and warrant that the Assets are free and clear of all liens, encumbrances and other burdens but are subject to the terms and conditions of the Leases, any and all overriding royalty interests and reservations of record and all other burdens, easements, rights-of-way and assignments of record as of the Effective Date.
6. All taxes, including, but not limited to, ad valorem, property and severance taxes shall be prorated between Assignor and Assignee as of the Effective Date with Assignor being responsible for filing and payment of all taxes accruing prior to the Effective Date and Assignee and Assignor being responsible for filing and payment of all taxes accruing on and after the Effective Date based upon their respective interests.
7. Assignor shall execute and deliver to Assignee, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Assignee all of Assignor's interest in and to the Assets.
8. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, their respective successors and assigns.
9. This Assignment shall be governed by and construed in accordance with the laws of the State of Kansas without regard to its conflict of law provisions.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment & Bill of Sale on the date(s) set forth in their respective acknowledgments below, but to be effective for all purposes as of the Effective Date. This Assignment and Bill of Sale may be executed in counterpart by the Parties.

**ASSIGNOR:**

**HIGH PLAINS ENERGY PARTNERS, LLC**  
By: Samuel Gary Jr. & Associates, Inc., Manager

  
\_\_\_\_\_  
By: Samuel Gary Jr., President

**FIRST FRUITS RESOURCES, LLC**

  
\_\_\_\_\_  
By: Craig Ambler, Manager

**HIGH PLAINS ROYALTY, LLC**

  
\_\_\_\_\_  
By: Craig Ambler, Member

**ASSIGNEE:**

**HOFFMAN RESOURCES, LLC**

  
\_\_\_\_\_  
By:



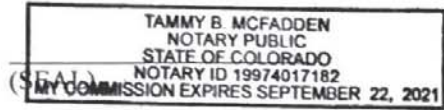
ACKNOWLEDGMENTS

STATE OF Colorado §  
COUNTY OF Denver §

This instrument was acknowledged before me on this 28<sup>th</sup> day of October, 2020, by Samuel Gary Jr., President of Samuel Gary Jr. & Associates, Inc. on behalf of said company.

Witness my hand and official seal.

My commission expires:



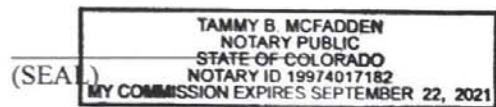
Tammy B McFadden  
Notary Public

STATE OF Colorado §  
COUNTY OF Denver §

This instrument was acknowledged before me on this 28<sup>th</sup> day of October, 2020, by Craig Ambler, as Manager of First Fruits Resources, LLC, on behalf of said company.

Witness my hand and official seal.

My commission expires:



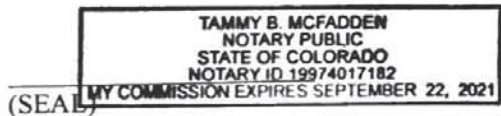
Tammy B McFadden  
Notary Public

STATE OF Colorado §  
COUNTY OF Denver §

This instrument was acknowledged before me on this 28<sup>th</sup> day of October, 2020, by Craig Ambler as Member of High Plains Royalty, LLC, on behalf of said company.

Witness my hand and official seal.

My commission expires:



Tammy B McFadden  
Notary Public

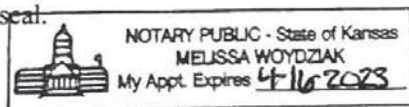
STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ of Hoffman Resources, LLC, on behalf of said company.

Witness my hand and official seal.

My commission expires:

(SEAL)



Melissa Woydzak  
Notary Public



**Exhibit A**  
 To Assignment and Bill of Sale Agreement dated effective November 1, 2020  
 Barton, KS

| Prospect Name | Lease No. | Status | Lessor  | Lessee                           | Lease Date | County | Twn | Rng | Sec | Legal Description | Net WI Acres Property       |
|---------------|-----------|--------|---|----------------------------------|------------|--------|-----|-----|-----|-------------------|-----------------------------|
| Meadowlark    | KS0220028 | HBP    | Hoffman Ranches, Inc.                                   | High Plains Energy Partners, LLC | 10/24/2013 | Barton | 17S | 12W | 28  | NW                | 160.00 Hoffman Ranches 1-28 |
| Meadowlark    | KS0220027 | HBP    | Dennis J and Marlene M Palmer Rev Trust Dtd.<br>8/31/11 | High Plains Energy Partners, LLC | 9/4/2013   | Barton | 17S | 12W | 20  | SE                | 160.00 Palmer Trust 1-20    |
| Meadowlark    | KS0220030 | HBP    | Victor Hoffman et ux                                    | High Plains Energy Partners, LLC | 10/24/2013 | Barton | 17S | 12W | 29  | NW                | 160.00 Victor 1-29          |

**Exhibit B**  
 To Assignment and Bill of Sale Agreement dated effective November 1, 2020  
 Barton, KS

| WELL NUMBER | WELL NAME            | PROSPECT   | COUNTY | STATE | API NUMBER   | IST OIL PRODUCTION | TWP | RNG | SEC | DESCRIPTION | GWI     | NRI     |
|-------------|----------------------|------------|--------|-------|--------------|--------------------|-----|-----|-----|-------------|---------|---------|
| KS0111402   | Hoffman Ranches 1-28 | Meadowlark | Barton | KS    | 15-009-25972 | 05/13/14           | 17S | 12W | 28  | SWNW        | 100.00% | 81.375% |
| KS0221302   | Palmer Trust 1-20    | Meadowlark | Barton | KS    | 15-009-25889 | 10/17/2013         | 17S | 12W | 20  | SESE        | 100.00% | 83.75%  |
| KS0221401   | Victor 1-29          | Meadowlark | Barton | KS    | 15-009-25983 | 06/02/14           | 17S | 12W | 29  | NWNW        | 100.00% | 81.375% |