KOLAR Document ID: 1532501

### 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:  | 1  |
|--|--|
| 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   | SecTwpRE \[ V \]   |
| feet from E /W Line  | Legal Description of Lease:  |
| Enhanced Recovery Project Permit No.:                                      |  |
| Entire Project: Yes No   | County:  |
| Number of Injection Wells**  | Production Zone(s):  |
| Field Name:  | Injection Zone(s):   |
| ** Side Two Must Be Completed.   | injection Zene(e).   |
| 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:   |
|  | Date:  |
| Title:   | Signature:   |
| New Operator's License No  | Contact Person:  |
| New Operator's Name & Address:   | Phone:   |
|  | Oil / Gas Purchaser:   |
| New Operator's Email:  | 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   | 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 pit       |
| Permit No.: Recommended action:  | permitted by No.:  |
|  |  |
| Date:  | Date:  |
| Authorized Signature   | Authorized Signature   |
| DISTRICT EPR   | PRODUCTION UIC   |
| I  |  |

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#### Side Two

#### Must Be Filed For All Wells

| KDOR Lease No | 0.:                          |   | _                    |                                   |                                      |
|---------------|------------------------------|---|----------------------|-----------------------------------|--------------------------------------|
| * Lease Name: |                              |   | _ * Location:        |                                   |                                      |
| Well No.      | API No.<br>(YR DRLD/PRE '67) | Footage from Sec<br>(i.e. FSL = Feet from |                      | Type of Well<br>(Oil/Gas/INJ/WSW) | Well Status<br>(PROD/TA'D/Abandoned) |
|               |                              | <i>Circle:</i> FSL/FNL                    | Circle:<br>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.

<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.

KOLAR Document ID: 1532501

#### 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  | athodic 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: State: Zip:+   | If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:  |
| Contact Person: 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:+   |  |
| the KCC with a plat showing the predicted locations of lease roads, tank   | lic Protection Borehole Intent), you must supply the surface owners and batteries, pipelines, and electrical lines. The locations shown on the plat the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.                      |
| owner(s) of the land upon which the subject well is or will be lo  | ct (House Bill 2032), I have provided the following to the surface cated: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form eing filed is a Form C-1 or Form CB-1, the plat(s) required by this ad email address.                          |
| KCC will be required to send this information to the surface own   | eknowledge that, because I have not provided this information, the ner(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 CC, which is enclosed with this form. |
| If choosing the second option, submit payment of the \$30.00 handling to form and the associated Form C-1, Form CB-1, Form T-1, or Form CP-1 | 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 & BILL OF SALE

STATE OF <u>KANSAS</u>

COUNTY OF BARTON

8 8 8

Energy Partners, LLC, whose address is 1515 Wynkoop Street, Suite 700 Denver, Colorado 80202; First Fruits Resources, LLC, whose address is 324 Clayton Street, Denver, Colorado 80202; and High Plains Royalty, LLC, whose address is 1515 Wynkoop Street, Suite 700 Denver, Colorado 80202 (collectively known as Assignor"), for good and valuable cash consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the reservations and conditions herein contained, does hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER and ASSIGN to the below referenced Assignee, ALL of Assignor's right, title, operatorship and interest in and to the following (collectively, the "Assets"):

HOFFMAN RANCHES 1-28 well Township 17 South, Range 12 West Section 28: SWNW Barton County, Kansas

PALMER TRUST 1-20 well Township 17 South, Range 12 West Section 20: SESE Barton County, Kansas

VICTOR 1-29 well Township 17 South, Range 12 West Section 29: NWNW Barton County, Kansas

#### Assets more particularly described in Exhibit A and Exhibit B attached hereto

- (a) the lands and the oil, gas and mineral leases described in <u>Exhibit A</u> attached hereto, whether the interests of such Assignor in such property are fee interests, leasehold interests, licenses, concessions, working interests, overriding royalty interests, farmout rights or other mineral rights of any nature (collectively, the "Leases");
- (b) the oil and/or gas wells (whether producing, non-producing or shut-in) described in Exhibit B attached hereto, the water source wells and any other types of injection and disposal wells located on the property subject to the Leases (collectively, the "Wells"), the rights to pooled or unitized acreage of which the Leases and the Wells are a part and any royalties and overriding royalties incident to the Leases.
- (c) all permits, licenses, variances, exemptions, orders, franchises, approvals and authorizations of all governmental authorities used, or held for use, in connection with the ownership or operation of the Assets, or with the production or treatment of hydrocarbons from, or attributable to, the Assets (to the extent such permits are transferable to Assignee under applicable legal requirements);
- (d) all servitudes, easements, rights-of-way and orders used, or held for use, in connection with the ownership or operation of the Assets, or with the production or treatment of hydrocarbons from, or attributable to, the Assets (collectively, the "Easements");
- (e) all lease agreements (other than the Leases), royalty agreements, assignments, gas purchase and sale contracts, oil purchase and sale agreements, farmin and farmout agreements, transportation and marketing agreements, joint and other operating agreements, unit agreements, processing agreements, options, facilities or equipment leases, joint exploration agreements and other contracts, agreements and rights used, or held for use, in connection with the ownership or operation of the Assets, or with the production or treatment of hydrocarbons from, or attributable to, the Assets, including all rights in and to areas of mutual interest associated with or arising from ownership of the Assets and/or the contracts (collectively, the "Contracts");

- (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.
- 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.
- This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, their respective successors and assigns.
- 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 L. & 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

Rv.

### ACKNOWLEDGMENTS

| STATE OF Colorado COUNTY OF DENVEY   | §<br>§   |
|--|--|
| This instrument was acknowledged befor Jr., President of Samuel Gary Jr. & Association   | re me on this <b>28</b> day of <b>October</b> , 2020, by Samuel Gary ciates, Inc. on behalf of said company. |
| Witness my hand and official seal.   |  |
| My commission expires:   |  |
| TAMMY B MCFADDEN NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19974017182  (STATE OF COLORADO NOTARY ID 19974017182  (STATE OF COLORADO NOTARY ID 19974017182 | Notary Public M Fadder   |
|  | se me on this 28 day of October, 2020, by Craig Ambler,  |
| as Manager of First Fruits Resources, LL   | C, on behalf of said company.  |
| Witness my hand and official seal.  My commission expires:   |  |
| TAMMY B. MCFADDEN NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19974017182 MY COMMISSION EXPIRES SEPTEMBER 22,  | Jammy B M Ladder  Notary Public  |
| as Member of High Plains Royalty, LLC  | s s re me on this 28 day of Octobe , 2020, by Craig Ambler C, on behalf of said company.                     |
| Witness my hand and official seal.   |  |
| My commission expires:  TAMMY B. MCFADDEN NOTARY PUBLIC STATE OF COLORADO NOTARY ID 19974017182  (SEALLY COMMISSION EXPIRES SEPTEMBER 22,                  | Notary Public Notary Public  |
|  | <pre> § before me on this day of, 2020, by esources, LLC, on behalf of said company.</pre>                   |
| Witness my hand and official seal.   | NOTARY PUBLIC - State of Kansas  |
| My commission expires:   | MELISSA WOYDZIAK My Appt. Expires 4-16-2023  |
| (SEAL)   | Notary Public  |

Exhibit A

To Assignment and Bill of Sale Agreement dated effective November 1, 2020

Barton, KS

| 160.00 Victor 1-29          | WW  | 29 | 12W | 17S | Barton | 10/24/2013 | High Plains Energy Partners, LLC | Victor Hoffman et ux                         | HBP    | KS0220030 | Meadowlark    |
|-----------------------------|-----|----|-----|-----|--------|------------|----------------------------------|--|--------|-----------|---------------|
|                             |     |    |     |     |        |            |                                  | 8/31/11                                      |        |           |               |
| 160.00 Palmer Irust 1.20    | SE  |    |     | 17S | Barton | 9/4/2013   | High Plains Energy Partners, LLC | Dennis J and Marlene M Palmer Rev Trust Dtd. | HBP    | KS0220027 | Mcadowlark    |
| 160.00 Holling Service 1-20 | NW  | 28 | 12W | 17S | Barton | 10/24/2013 |                                  | Hoffman Ranches, Inc.                        | HBP    | KS0220028 | Meadowlark    |
| Net WI Acres Property       | 100 | 1  |     | Twn | County | Lease Date | Lessee                           | Lessor                                       | Status | Lease No. | Prospect Name |
| December                    |     |    |     |     |        |            |                                  |  |        |           |               |

Exhibit B

To Assignment and Bill of Sale Agreement dated effective November 1, 2020

Barton, KS

| PTION GWI NRI  100.00% 81.375%  100.00% 83.75% | WINDLE OF         | 176 171 | V1/CU/90           | 15-000 25082 | K     | Barton | Meadowlark | KS0221401 Victor 1-29          | KS0221401      |
|--|-------------------|---------|--------------------|--------------|-------|--------|------------|--------------------------------|----------------|
| GWI 100.00%                                    | V 20 SESE         | 17S 12W | 10/17/2013         | 15-009-25889 | KS    | Barton | Meadowlark | Palmer Trust 1-20              | KS0221302      |
| GWI  | V 28 SWNW         | 17S 12W | 05/13/14           | 15-009-25972 | KS    | Barton | Meadowlark | KS0111402 Hoffman Ranches 1-28 | KS0111402      |
|  | S SEC DESCRIPTION | TWP RNG | IST OIL PRODUCTION | API NUMBER   | STATE | COUNTY | PROSPECT   | WELL NAME                      | WELL<br>NUMBER |