KOLAR Document ID: 1532492

	ATION COMMISSION Form T-1 April 2019 ERVATION DIVISION Form must be Typed Form must be Signed
TRANSFER OF INJECTION Form KSONA-1, Certification of Compliance	ANGE OF OPERATOR All blanks must be Filled N OR SURFACE PIT PERMIT with the Kansas Surface Owner Notification Act,
Check applicable boxes: MUST be submi	tted 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	
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.:(API No. if Drill Pit, WO or Haul)	feet from N / S 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:
	authorization, surface pit permit # has been Commission. This acknowledgment of transfer pertains to Kansas Corporation 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 Permit No.: Recommended action:	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

Side Two

Must Be Filed For All Wells

API No. (YR DRLD/PRE '67)	Footage from Sec (i.e. FSL = Feet from <i>Circle:</i> FSL/FNL		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned
		Circle:		
	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.

* 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: 1532492

KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

CERTIFICATION OF COMPLIANCE WITH THE KANSAS SURFACE OWNER NOTIFICATION ACT

Form KSONA-1
July 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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 #	Well Location:
Name:	
Address 1:	County:
Address 2:	Lease Name: Well #:
City: Zip: + Contact Person:	If filing a Form T-1 for multiple wells on a lease, enter the legal description of 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:+	

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: ______

ASSIGNMENT & BILL OF SALE

STATE OF <u>KANSAS</u> § COUNTY OF <u>BARTON</u> §

Effective as of November 1, 2020, at 12:01 A.M., local time, ("Effective Date"), **High Plains 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

<u>VICTOR 1-29</u> 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 <u>Exhibit</u> <u>B</u> 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.
- 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 shall promptly 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 Assignee shall promptly fully disclose, account for and transmit the same to Assignee.
- 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.
- 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 & Associates, Inc., Manager L

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

llon By:

ACKNOWLEDGMENTS

Colorado STATE OF COUNTY OF

This instrument was acknowledged before me on this 28 day of October____, 2020, by Samuel Gary Jr., President of Samuel Gary Jr. & Associates, Inc. on behalf of said company.

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Witness my hand and official seal.

My commission expires:

TAMMY B. MCFADDEN	_	
NOTARY PUBLIC STATE OF COLORADO		
(CEAL) NOTARY ID 19974017182		
MY COMMISSION EXPIRES SEPTEMBER	22,	2021

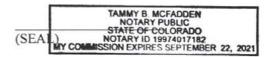
Jammy & M. Hadden

STATE OF Colorado COUNTY OF DERVEY

This instrument was acknowledged before me on this 28 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:



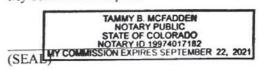
Jammy B. M. Ladder

Colorado STATE OF COUNTY OF

This instrument was acknowledged before me on this 28 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:



Jonmy Mc Ladden Notary P

STATE OF COUNTY OF

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

Witness my hand and officia	al seal. NOTARY PUBLIC - State of Kansas
My commission expires:	MELISSA WOYDZIAK My Appt. Expires 47 16 2023
	molisso wayly.
(SEAL)	Notary Public

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

160.00 Victor 1-29	NW	29	12W	I7S	Barton	10/24/2013	High Plains Energy Partners, LLC	Victor Hoffman et ux	HBP	KS0220030	Meadowlark
								8/31/11			
160.00 Palmer itusi i 20	SE	20	12W	17S	Barton	9/4/2013	High Plains Energy Partners, LLC	Dennis J and Marlene M Palmer Rev Trust Dtd.	HBP	KS0220027	Meadowlark
160.00 HOLINAL AMAZIN	NW	28	12W	17S	Barton	10/24/2013	High Plains Energy Partners, LLC	Hoffman Ranches, Inc.	HBP	KS0220028	Meadowlark
Net WI Acres Property Net WI Acres 1-28	al Description	Sec	Rng	Twn	County	Lease Date	Lessee	Lessor	Status	Lease No.	Prospect Name
Bonarty											

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

KS0221401 Victor 1-29	KS0221302 Palmer Trust 1-20	KS0111402 Hof.	WELL NUMBER WE
tor 1-29	ner Trust 1-20	KS0111402 Hoffman Ranches 1-28	WELL NAME
Meadowlark	Meadowlark	Meadowlark	PROSPECT
Barton	Barton	Barton	COUNTY
KS	KS	KS	STATE
15-009-25983	15-009-25889	15-009-25972	API NUMBER
06/02/14	10/17/2013	05/13/14	1ST OIL PRODUCTION
	17S	17S	TWP
12W	12W	12W 28 SWNW	RNG
29 1	20 \$	28 5	SEC I
29 NWNW	SESE	WNW	TWP RNG SEC DESCRIPTION
100.00	100.00%	100.00%	GWI
100.00% 81.3/3%	1% 8.5		
3/2%	83./370	01.2/2/0	NRI