

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: _____

Title: _____

Date: _____

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 _____

Side Two

Must Be Filed For All Wells

KDOR Lease No.: _____

* 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)
		Circle: FSL/FNL	Circle: FEL/FWL		
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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.

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: _____

STATE OF KANSAS SS
COUNTY OF STEVENS

Entered in Transfer Record by my office this
8 day of March
A.D. 20 21

This instrument was filed for record on the 5th
day of March A.D. 20 21
at 10:00 clock A.M. and duly recorded in
Book 343 on page 2 Fee \$ 225.00

OLINGER
MOORHEAD

[Signature]
County Clerk

[Signature]
Register of Deeds



ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF KANSAS §§
COUNTY OF STEVENS §§

Book 343 Page 2

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE (this "Assignment"), dated effective as of December 1, 2020 at 7:01 am Central Standard Time (the "Effective Time"), is made by **JOAKSTER, LLC**, whose address is 12983 LA BARRANCA CT., LOS ALTO HILLS, CA 94022, **LINDA ZURFLACHT**, whose address is 212 SOUTH 4TH STREET, RATON, NM 87740, **CDC TRUST**, whose address is P.O. BOX 1089, HUGOTON, KS 67951, ("Assignor") to, **BLACK OAK EXPLORATION, LLC** whose address is 1474 S. ST. PAUL STREET, DENVER, CO, 80210 ("Assignee").

1. Assignment. For and in consideration of **\$10.00** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby **GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, AND DELIVER** unto Assignee, the Self-Declaration of Trust Agreement of Joan Oakson's undivided **100.00% Gross Working Interest** and corresponding Net Revenue Interest being all of Assignor right, title, and interest in and to the following, subject to the terms and reservations hereof (as hereinafter defined) (the "**Properties**").

1.1 all Leases and/or Wells described in Exhibit "A" attached hereto, whether producing or non-producing, and all of Assignor's working interests and net revenue interests therein (collectively, the "**Real Property Interests**");

1.2 all wells located upon the Real Property Interests or Units or otherwise used in connection with the ownership or operation of the Properties, (the "**Wells**"), and all Lease Owned tangible personal property, equipment, fixtures and improvements, including, but not by way of limitation, well heads, casing, tubing, pumps, motors, gauges, valves, heaters, treaters, water lines, vessels, tanks, boilers, separators, treating equipment, compressors, other equipment, automation systems including meters and related telemetry on wells, power lines, telephone and communication lines and other appurtenances owned in connection with the production, treating, storing, transportation or marketing of Hydrocarbons from the Well, to the extent each of the foregoing is Lease Owned;

1.3 all presently existing unitization, pooling and/or communitization agreements, declarations or designations and statutorily, judicially or administratively created drilling, spacing and/or production units, whether recorded or unrecorded, insofar as the same are attributable or allocated to the Real Property Interests, and all of Assignor's interest in and to the

properties covered or units created thereby which are attributable to the Real Property Interests (such interest in such properties or units, collectively, the “Units”);

1.4 all presently existing and valid Hydrocarbon sales agreements, operating agreements, gathering agreements, transportation agreements, farmout and farmin agreements, unitization, pooling and communitization agreements, purchase agreements, exploration agreements, area of mutual interest agreements, exchange and processing contracts and agreements, partnership and joint venture agreements and any other contracts, agreements and instruments, in each case, to the extent the above agreements cover, are attributable to or relate to the Real Property Interests, Well or any interests pooled, communitized or unitized therewith (collectively, the “Contracts”);

1.5 all Hydrocarbons, as described in the leases, in, on, under or produced from the Real Property Interests or any interests pooled or unitized therewith from and after the Effective Time and the proceeds thereof;

1.6 all easements, surface leases, subsurface leases, permits, licenses, servitudes, rights of way and all other rights and appurtenances situated on or used in connection with the Real Property Interests, Well or any interests pooled or unitized therewith;

1.7 all rights, benefits and obligations arising from or in connection with any Gas Imbalances as of the Effective Time;

1.8 to the extent the same are assignable or transferable, and further to the extent the same are related to the Real Property Interests or Well, all of Assignor’s interests in and to all orders, contracts, title opinions and documents, abstracts of title, leases, division of interest statements, participation agreements, and all other agreements and instruments, easements, rights-of-way, licenses, authorizations, permits and similar rights and interests, subject to the rights of third parties;

1.9 any Lease Owned gathering lines, flow lines, gas lines, gas processing and compression facilities and related assets which are located on the Real Property Interests and utilized in connection with the Well, including any easements related thereto;

Assignee hereby agrees to assume, and does assume all of Assignor’s obligations to properly plug and abandon any wells, existing or drilled, in accordance with this Assignment, Bill of Sale and Conveyance, including surface restoration of the lands associated therewith, and otherwise comply with all applicable environmental reclamation requirements according to the terms of the Lease and the rules and regulations of governmental authorities having jurisdiction. Assignee hereby agrees to indemnify and defend Assignor from and against any liabilities related to Assignee’s breach of its obligations under this paragraph.

Except as expressly set forth herein, this agreement is made and accepted upon the understanding and agreement that all the assets conveyed hereby are sold and assigned and accepted by Assignee in their "WHERE IS, AS IS" condition without any warranties whatsoever, expressed or implied or statutory, of marketability, quality, condition merchantability and/or fitness for a particular purpose or use, all of which are expressly disclaimed.

It is the intent of Assignor's to convey and this Assignment hereby conveys to Assignee, from and after the Effective Time, all of Assignor's right, title and interest in the Properties, regardless of errors in description, any incorrect or misspelled names, or any mistranscribed or incorrect recording references

TO HAVE AND TO HOLD all and singular such Properties together with all rights, titles, interests, estates, remedies, powers, and privileges thereunto appertaining unto Assignee and Assignee's successors and assigns forever.

2.1. Certain Defined Terms. For purposes of this Assignment, the following capitalized terms shall have the meaning set forth below:

"Gas Imbalances" means any gas production, pipeline or transportation imbalance attributable to Hydrocarbons produced from Assignor's interest in a Well or any interests pooled or unitized therewith.

"Hydrocarbons" means oil, condensate, gas, casinghead gas and other liquid or gaseous hydrocarbons.

"Lease Owned" means any personal property, equipment or fixture asset in which Assignor owns an interest related to the current operation of the Well within a Unit for the Well which (a) was charged to the joint account of the working interest owners in such Well or (b) which would have been charged to the joint account of the working interest owners in such Well if there had been any co-tenants in such Well.

"Leases" means oil and gas leases, oil, gas and mineral leases, leasehold estates, partial or other interests therein and subleases thereof, operating rights and other rights authorizing the owner thereof to explore for and produce oil, gas or related Hydrocarbons.

2.2. Cooperation. In addition to this Assignment, Assignor shall execute, acknowledge, and deliver to Assignee, in a timely manner and without further consideration, any documents or instruments that Assignee may reasonably require, including, without limitation, further assignments or conveyances required by any state or federal authority, deeds, and consents to further evidence the assignment and conveyance by Assignor of the Properties to Assignee.

2.3. Choice of Law. This Assignment will be interpreted, construed, and enforced in accordance with the laws of the State of Oklahoma, without giving effect to any rules or principles of conflicts of law that might otherwise refer to the laws of another jurisdiction.

2.4. Successors and Assigns. The reservation herein made and the provisions and covenants contained herein shall attach to and run with the Leases assigned and lands herein described or referred to and shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

“Counterparts” This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes.


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SIGNATURE PAGE
Olinger and Moorhead
Sections 27 & 28, T33S - R37W
Stevens County, KS

IN WITNESS WHEREOF, Assignor has executed this instrument on the date of the acknowledgment annexed hereto, but effective for all purposes as of the Effective Time.


ASSIGNOR:

JOAKSTER, LLC

By: 
Print Name: JOHN JAY OAKSON
Print Title: MANAGING MEMBER
Date: 1/20/2021

ASSIGNEE:

BLACK OAK EXPLORATION, LLC

By: 
Print Name: Christopher R. Colvin
Print Title: Owner
Date: 1/27/2021

ASSIGNOR:

LINDA ZURFLACHT

By: _____
Print Name:
Print Title
Date:

ASSIGNOR:

CDC TRUST

By: _____
Print Name:
Print Title
Date:

ACKNOWLEDGEMENT PAGE(S)

STATE OF CALIFORNIA §§

COUNTY OF SANTA CLARA §§

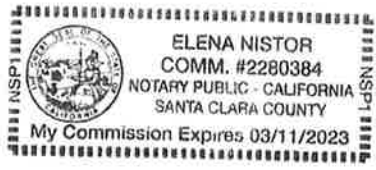
Before me, the undersigned, a Notary Public, in and for said County and State, on the 20th day of January, 2021, personally appeared JOAKSTER, LLC - JOHN JAY OAKSON
by: _____

To me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as a free and voluntary act and deed for the use and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

Notary Public
Elena Nistor

My Commission Expires: 3/4/2023



STATE OF _____ §§

COUNTY OF _____ §§

Before me, the undersigned, a Notary Public, in and for said County and State, on the ____ day of _____, 20__, personally appeared LINDA ZURFLACHT

_____ to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as a free and voluntary act and deed for the use and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

Notary Public

My Commission Expires: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara

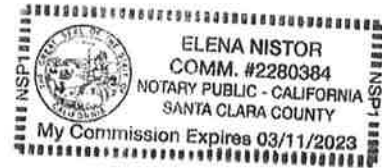
On 01/20/2021 before me, Elena Nistor, Notary Public
(insert name and title of the officer)

personally appeared John Jay Oakson
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



SIGNATURE PAGE
Olinger and Moorhead
Sections 27 & 28, T33S – R37W
Stevens County, KS

IN WITNESS WHEREOF, Assignor has executed this instrument on the date of the acknowledgment annexed hereto, but effective for all purposes as of the Effective Time.


ASSIGNOR:

JOAKSTER, LLC

By: _____
Print Name:
Print Title
Date:

ASSIGNEE:

BLACK OAK EXPLORATION, LLC

By:  _____
Print Name: Christopher R. Colvin
Print Title: Owner
Date: 1/27/21

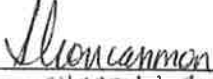
ASSIGNOR:

LINDA ZURFLACHT

By: _____
Print Name:
Print Title
Date:

ASSIGNOR:

CDC TRUST

By:  _____
Print Name: SHARON L. CANNON
Print Title: TRUSTEE
Date: 1-27-21

STATE OF _____ §§

COUNTY OF _____ §§

Before me, the undersigned, a Notary Public, in and for said County and State, on the ____ day of _____, 20__, personally appeared CDC TRUST
by: _____

To me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as a free and voluntary act and deed for the use and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

Notary Public

My Commission Expires: _____

STATE OF COLORADO §§

COUNTY OF DENVER §§

Before me, the undersigned, a Notary Public, in and for said County and State, on the 27th day of January, 2021, personally appeared CHRISTOPHER R. COLVIN, Owner,
BLACK OAK EXPLORATION, LLC

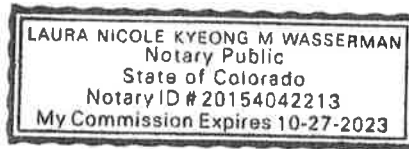
To me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as a free and voluntary act and deed for the use and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

Notary Public

Laura Wasserman

My Commission Expires: 10/27/2023



STATE OF Kansas §§

COUNTY OF Stevens §§

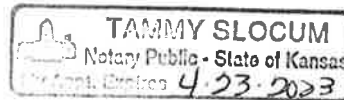
Before me, the undersigned, a Notary Public, in and for said County and State, on the 27 day of January, 2021, personally appeared CDC TRUST
by: Sharon L. Concannon, Trustee

To me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as a free and voluntary act and deed for the use and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

Notary Public

Tammy Slocum



My Commission Expires: 4-23-2023

STATE OF COLORADO §§

COUNTY OF DENVER §§

Before me, the undersigned, a Notary Public, in and for said County and State, on the ___ day of _____, 20___, personally appeared CHRISTOPHER R. COLVIN, Owner,
BLACK OAK EXPLORATION, LLC

To me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as a free and voluntary act and deed for the use and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

Notary Public

My Commission Expires: _____

SIGNATURE PAGE
Olinger and Moorhead
Sections 27 & 28, T33S – R37W
Stevens County, KS

IN WITNESS WHEREOF, Assignor has executed this instrument on the date of the acknowledgment annexed hereto, but effective for all purposes as of the Effective Time.


ASSIGNOR:

JOAKSTER, LLC

By: _____
Print Name:
Print Title
Date:


ASSIGNEE:

BLACK OAK EXPLORATION, LLC

By:  _____
Print Name: Christopher R. Colvin
Print Title: Owner
Date: 2/28/21

ASSIGNOR:

LINDA ZURFLACHT

By:  _____
Print Name:
Print Title Linda Zurflacht
Date: 2-18-21

ASSIGNOR:

CDC TRUST

By: _____
Print Name:
Print Title
Date:

ACKNOWLEDGEMENT PAGE(S)

STATE OF _____ §§

COUNTY OF _____ §§

Before me, the undersigned, a Notary Public, in and for said County and State, on the ____ day of _____, 20__, personally appeared JOAKSTER, LLC

by: _____

To me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as a free and voluntary act and deed for the use and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

Notary Public

My Commission Expires: _____

STATE OF NM §§

COUNTY OF Colfax §§

Before me, the undersigned, a Notary Public, in and for said County and State, on the 18 day of February, 2021, personally appeared LINDA ZURFLACHT

_____ to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as a free and voluntary act and deed for the use and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

Notary Public

Bernadette Romero

My Commission Expires: 10-26-22

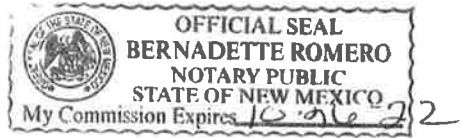


EXHIBIT "A"

Attached and made a permanent part of the Assignment, Bill of Sale and Conveyance dated effective December 1, 2020 by and between the **JOAKSTER, LLC, ET AL**, as Assignor and **BLACK OAK EXPLORATION, LLC**, as Assignee.

OIL AND GAS LEASES

Olinger and Moorhead Stevens County, Kansas

Lessor: Charles W. Gressly, a widower

Lessee: Northern Natural Gas Company

Dated: May 22, 1939

Recorded: Book 10, Page 22

Lands Covered: Insofar as said lease covers the NW/4 of Section 27, T33S – R37W,
from the surface of the earth to a depth of 2865 feet, containing 160.00 acres more or less.

Lessor: A.C. Moorhead and Ethyle Moorhead, husband and wife, et al.

Lessee: Northern Natural Gas Company

Dated: September 1 1939

Recorded: Book 10, Page 40

Lands Covered: Insofar as said lease covers the SE/4 Section 28, T33S – R37W,
from the surface of the earth to a depth of 2865 feet, containing 160.00 acres more or less.

Lessor: Alta May Olinger and Roll Olinger, husband and wife

Lessee: A.C. Moorhead

Dated: October 18, 1944

Recorded: Book 13, Page 11

Lands Covered: insofar as said lease covers the S/2 Section 28, T33S – R37W,
from the surface of the earth to a depth of 2865 feet, containing 160.00 acres more or less.

End of EXHIBIT "A"