

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: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

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
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 _____

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: _____

Assignment, Bill of Sale and Conveyance

THIS ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment"), dated effective **September 1st, 2021** (the "Effective Time"), is from **H&D Exploration, LLC** whose address is PO Box 387, Hoisington, KS 67544 (known as "Assignor") to **Arcadian Resources, LLC** whose address 313 E Kansas, Glen Elder, KS 67446 (known as "Assignee").

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, grants bargains and conveys to Assignee ALL of Assignors right, title and interest, in and to the following listed under "Exhibit A" (all of which are called the "Assets") situated in Barton County, KS:

1. The oil and gas leases and other leasehold interests described in Exhibit "A" (the "Leases"), all right, title and interest in and to the oil, gas, and all other hydrocarbons, whether liquid or gaseous (the "Hydrocarbons"), in, on or under that may be produced from the lands covered by the leases (the "Lands") after the Effective Time.
2. The oil and gas wells located on the Leases and Lands, or lands pooled or unitized therewith, all injection and disposal wells on the Leases or Lands, and all personal property and equipment associated with the Wells as of the Effective Time.
3. The rights, to the extent transferable, in and to all existing and effective unitization, pooling and communization agreements, declarations and orders, to the extent that they relate to or affect any of the interests described in Paragraphs 1 and 2 or the post-effective time production of Hydrocarbons from the Leases and Lands.
4. The rights, to the extent transferable, in and to hydrocarbons sales, purchase, gathering, transportation and processing contracts, operating agreement, partnership agreement, farmout agreements and other contracts, agreements and instruments relating to the interests described in Paragraphs 1, 2, and 3, excluding however, any insurance contracts.
5. All the personal property, fixtures, improvements, permits, licenses, approvals, servitudes, rights-of-way, easements, and other surface rights located on or used in connection with the properties and interest described in Paragraphs 1 through 4, to the extent that they are located on the Leases and Lands of the Effective Time.
6. The files, records, data and information relating to the items described in Paragraphs 1 through 5, maintained by Assignor (the "Records").

TO HAVE AND TO HOLD THE Assets unto Assignee and its successors and assigns forever.

This Assignment is made and accepted expressly subject to the following terms and conditions:

- A. This assignment is executed without warranty of any kind, either express or implied, except Assignor specially warrants and agrees to defend Assignor's real property title to the Assets against the lawful claim of all persons claiming by, through or Assignor, but not otherwise.
- B. To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations and warranties and covenants given with respect to the Assets. Assignor hereby grants and transfers to Assignee, its successors, and assigns, to the extent permitted by law, the benefit of and the right to enforce the covenants, representations, and warranties, if any, which Assignor is entitled to enforce with respect to the Assets, but only to the extent not enforced by Assignor.
- C. Except as set forth in paragraph A above, this assignment is made without warranty of any kind, express, implied, or statutory. Assignor expressly disclaims and negates any warranty as to the condition of any personal property, equipment, fixtures, and items for movable property comprising any part of the assets, including (a) any implied or express warranty of merchantability, (b) any implies or express warranty of fitness for a particular purpose, (c) any implied or express warranty of conformity to models or samples of materials, (d) any rights of assignee under applicable statutes to claim diminution of consideration, and (e) any claim by assignee for damages because of defects, whether known or unknown. It being expressly understood by assignee that said personal property, fixtures, equipment, and items are being conveyed to assignee "as is", "where is", with all faults and in their present condition and state of repair.
- D. Assignee shall assume, pay and perform all claims, costs, expenses, liabilities and obligations accruing or relating to the (i) owning, developing, exploring, operating, or maintaining of the Assets or the producing, transporting and marketing of Hydrocarbons from the Assets (the "Expenses and Liabilities"), relating to the period after the Effective Time, including without limitation, environmental obligation and liabilities attributable to the period after the Effective Time, the obligation to plug and abandon all Wells and reclaim all Well sites, all obligations arising under agreements covering or relating to the Assets, and (ii) all environmental obligations and liabilities attributable to the period of time before the Effective Time (collectively, the "Assumed Liabilities"). Except for Assumed Liabilities, Assignor shall retain and pay for all Expenses and Liabilities. Assignor shall retain and pay for all Expenses and Liabilities relating to attributable to the period before the Effective Time ("Retained Liabilities").
- E. The references herein to liens, encumbrances, burdens, defects and other matters are for the purpose of defining the nature and extent of Assignor's special limited warranty given in Paragraph A. above, and neither such references nor the matter set forth in Paragraph D. shall be deemed to ratify or create any right in third parties or merge with, modify or limit the rights of Assignor or Assignee, as between themselves, as set forth in the Letter Agreement or other documents executed in connection therewith.
- F. Unless provided otherwise, all recording references in the Exhibit hereto are to the official real property records of the county in which the assets are located.

This Assignment binds and insures to the benefit of Assignor and Assignee and their respective successors and assigns. Assignor and Assignee agree to take all such further action and execute all such further documents that are necessary to carry out the purpose of this Assignment and the intent of the Assignor and Assignee as evidenced by the Letter Agreement.

This Assignment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute but one instrument.

EXECUTED on the dates contained in the acknowledgment of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR: H&D Exploration, LLC

Signature: _____
Alan Hoffman, Owner

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Alan Hoffman, Owner of H&D Exploration, LLC

State of: _____ County of: _____

Witness my hand and official seal: _____
Notary Public

My Commission Expires: _____

Exhibit "A"

<u>Lease Name</u>	<u>Location</u>	<u>GW</u>	<u>NR</u>
Lang	NW/4 & W 56 acres of NE/4 Sect 4, T 17S, R 13W, Barton County Kansas	.015625	.01318359

Original Land Leases

<u>Location</u>	<u>Lessor</u>	<u>Lessee</u>	<u>Book</u>	<u>Page</u>
SE 36-20S-16W	Keith A. Lang & Michelle Lang	Jim Zook Farms, Inc.	619	6842

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2. The oil and gas wells located on the Leases and Lands, or lands pooled or unitized therewith, all injection and disposal wells on the Leases or Lands, and all personal property and equipment associated with the Wells as of the Effective Time.
3. The rights, to the extent transferable, in and to all existing and effective unitization, pooling and communitization agreements, declarations and orders, to the extent that they relate to or affect any of the interests described in Paragraphs 1 and 2 or the post-effective time production of Hydrocarbons from the Leases and Lands.
4. The rights, to the extent transferable, in and to hydrocarbons sales, purchase, gathering, transportation and processing contracts, operating agreement, partnership agreement, farmout agreements and other contracts, agreements and instruments relating to the interests described in Paragraphs 1, 2, and 3, excluding however, any insurance contracts.
5. All the personal property, fixtures, improvements, permits, licenses, approvals, servitudes, rights-of-way, easements, and other surface rights located on or used in connection with the properties and interest described in Paragraphs 1 through 4, to the extent that they are located on the Leases and Lands of the Effective Time.
6. The files, records, data and information relating to the items described in Paragraphs 1 through 5, maintained by Assignor (the "Records").

TO HAVE AND TO HOLD THE Assets unto Assignee and its successors and assigns forever.

This Assignment is made and accepted expressly subject to the following terms and conditions:

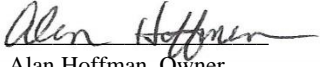
- A. This assignment is executed without warranty of any kind, either express or implied, except Assignor specially warrants and agrees to defend Assignor's real property title to the Assets against the lawful claim of all persons claiming by, through or Assignor, but not otherwise.
- B. To the extent permitted by law, Assignee shall be subrogated to Assignor's rights in and to representations and warranties and covenants given with respect to the Assets. Assignor hereby grants and transfers to Assignee, its successors, and assigns, to the extent permitted by law, the benefit of and the right to enforce the covenants, representations, and warranties, if any, which Assignor is entitled to enforce with respect to the Assets, but only to the extent not enforced by Assignor.
- C. Except as set forth in paragraph A above, this assignment is made without warranty of any kind, express, implied, or statutory. Assignor expressly disclaims and negates any warranty as to the condition of any personal property, equipment, fixtures, and items for movable property comprising any part of the assets, including (a) any implied or express warranty of merchantability, (b) any implied or express warranty of fitness for a particular purpose, (c) any implied or express warranty of conformity to models or samples of materials, (d) any rights of assignee under applicable statutes to claim diminution of consideration, and (e) any claim by assignee for damages because of defects, whether known or unknown. It being expressly understood by assignee that said personal property, fixtures, equipment, and items are being conveyed to assignee "as is", "where is", with all faults and in their present condition and state of repair.
- D. Assignee shall assume, pay and perform all claims, costs, expenses, liabilities and obligations accruing or relating to the (i) owning, developing, exploring, operating, or maintaining of the Assets or the producing, transporting and marketing of Hydrocarbons from the Assets (the "Expenses and Liabilities"), relating to the period after the Effective Time, including without limitation, environmental obligation and liabilities attributable to the period after the Effective Time, the obligation to plug and abandon all Wells and reclaim all Well sites, all obligations arising under agreements covering or relating to the Assets, and (ii) all environmental obligations and liabilities attributable to the period of time before the Effective Time (collectively, the "Assumed Liabilities"). Except for Assumed Liabilities, Assignor shall retain and pay for all Expenses and Liabilities. Assignor shall retain and pay for all Expenses and Liabilities relating to attributable to the period before the Effective Time ("Retained Liabilities").
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This Assignment binds and insures to the benefit of Assignor and Assignee and their respective successors and assigns. Assignor and Assignee agree to take all such further action and execute all such further documents that are necessary to carry out the purpose of this Assignment and the intent of the Assignor and Assignee as evidenced by the Letter Agreement.

This Assignment may be executed in any number of counterparts, and by different parties in separate counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute but one instrument.

EXECUTED on the dates contained in the acknowledgment of this instrument, to be effective for all purposes as of the Effective Time.

ASSIGNOR: H&D Exploration, LLC

Signature: 
Alan Hoffman, Owner

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Alan Hoffman, Owner of H&D Exploration, LLC

State of: _____ County of: _____

Witness my hand and official seal: _____
Notary Public

My Commission Expires: _____

Exhibit "A"

<u>Lease Name</u>	<u>Location</u>	<u>GWI</u>	<u>NRI</u>
Lang	NW/4 & W 56 acres of NE/4 Sect 4, T 17S, R 13W, Barton County Kansas	.015625	.01318359

Original Land Leases

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