KOLAR Document ID: 1606137

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. (YR DRLD/PRE '67)	Footage from Sec (i.e. FSL = Feet from		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle:</i> FSL/FNL	Circle: 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 _		
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		FSL/FNL	FEL/FWL _		
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		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: 1606137

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) CI	B-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	
Address 1:	
Address 2:	
City: State: Zip: +	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: () Fax: ()	<u> </u>
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:	country and in the weel estate property toy records of the country trace way
City: State: Zip:+	
the KCC with a plat showing the predicted locations of lease roads,	athodic Protection Borehole Intent), you must supply the surface owners and tank batteries, pipelines, and electrical lines. The locations shown on the platted on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.
☐ I certify that, pursuant to the Kansas Surface Owner Notion owner(s) of the land upon which the subject well is or will CP-1 that I am filing in connection with this form; 2) if the form; and 3) my operator name, address, phone number, form	
KCC will be required to send this information to the surface). I acknowledge that, because I have not provided this information, the ce owner(s). To mitigate the additional cost of the KCC performing this dress of the surface owner by filling out the top section of this form and the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 hand form and the associated Form C-1, Form CB-1, Form T-1, or Form	dling fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.
I hereby certify that the statements made herein are true and corre	ect to the best of my knowledge and belief.
Date: Signature of Operator or Agent:	Title:

ASSIGNMENT, BILL OF SALE AND CONVEYANCE

KNOW ALL MEN BY THESE PRESENTS:

onesource investment partners, LLP, a <u>Delaware</u> limited liability partnership, ("Assignor"), whose address is <u>3827 N. 10th Street</u>, <u>Suite 104</u>, <u>McAllen</u>, <u>TX 78501</u>, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assign, sell, and convey to **SMITH OIL & GAS**, **LLC**, a Colorado limited liability company (the "Assignee"), whose address is P. O. Box 270, Livermore, CO 80536, all of Assignors' right, title and interest in and to the following described assets and interests (collectively, the "Assets"):

- (a) all oil and gas leases shown on Exhibit "A" (the "Leases"), together with all oil and gas produced from, or otherwise attributable to, the Leases and Wells after 7:00 a.m. on January 1, 2021 (the "Effective Time");
- (b) all wells, whether producing, nonproducing, shut-in or abandoned, located on lands covered by the Leases or pooled therewith, including without limitation the wells specifically shown on Exhibit A together with machinery, equipment, improvements and other personal property and fixtures (including wellhead equipment; pumping units; oil, gas, and water flowlines and tanks; buildings; compression facilities; and other equipment) located on lands covered by the Leases or pooled therewith, but only to the extent used in connection with operating the wells (collectively, the "Wells");
- (c) all contracts, pooling declarations and orders, surface use agreements, easements, rights-of-way, production sales and processing contracts, operating agreements, licenses, permits, authorizations, and other instruments and agreements to the extent pertaining to the Leases and Wells, (collectively, the "Contracts");
- (d) all files and records relating to the Leases, Wells, and Contracts, including lease and well files, but excluding geophysical and other seismic data, income tax and financial accounting records, privileged communications, and communications and other materials relating to the negotiation of the Purchase Agreement and the consummation of the transactions contemplated thereby.
- (e) Assignor retains a five percent (5%) Over-Riding Royalty Interest in and to the Leases.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, forever, subject, however, to the following terms and conditions:

 Warranty of Title. Assignor warrants and will forever defend title to the working interest and net revenue interest quanta in the Assets as shown in Exhibit A of the Purchase and Sale Agreement ("PSA") by and between the Assignor and the Assignee, Assignor warrants and will forever defend title to the working interest and net revenue interest in the Leases

- 2. <u>Subrogation</u>. To the extent permitted by law, Assignee shall be subrogated to Assignor's rights under representations, warranties, and covenants given in respect of the Assets. Assignor hereby grants and transfers to Assignee, its successors and assigns, to the extent so transferable and permitted by law, the benefit of and the right to enforce all such representations, warranties, and covenants, if any, which Assignor is entitled to enforce in respect of the Assets.
- 3. Purchase Agreement. This Assignment supersedes all prior written or oral agreements, except the Purchase Agreement between Assignor and Assigne (the "Purchase Agreement"), which shall survive execution and delivery of this Assignment. If there is any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control. There are no oral agreements between the Parties not set out in writing.
- 4. <u>Further Assurances</u>. Each Party, at the request of the other and without additional consideration, shall execute and deliver to the requesting Party such further assignments, agreements, and other documents as reasonably may be requested in order to accomplish the assignment and conveyance intended by the Purchase Agreement.
- 5. <u>LIENS</u>: Assignor warrants there are no liens or encumbrances on the Leases or the Wells.
- Successors and Assigns. This Assignment binds and inures to the benefit of Assignor, Assignee, and their respective successors and assigns.
- 7. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all of which together shall constitute but one instrument. If counterparts are executed, the signature pages from various counterparts may be combined into one composite instrument for all purposes. EXECUTED on the dates set forth in the acknowledgments of this instrument, but effective for all purposes as of the Effective Time.

ONESOURCE INVESTMENT

PARTNERS, LLP

Title: Manager, Intelliance, LLC

The General Partner of

OneSource Investment Partners, LLP

Acknowledgment

STATE OF TX	
COUNTY OF HIMLED) ss.	
The foregoing instrument was acknowledge 20 22, by CLAVDEN NAMANO as Manager OneSource Investment Partners, LLP, a DECAYA	of Intelliance, LLC the General Partner of limited liability partnership.
Witness my hand and official seal. My commission expires: 2 14 2024	Notary Public



Exhibit A Wheeler Field Lease Schedule

- 1				Doctriation	Groce Acres	Net Acres	Recording
Lease No.	\neg	Lessee	Lease Date		CIOSS ACIES	200	9
WIr-001	Judy David, as Administrator/Executrix of the Estate of Kenneth Leach, decease	OneSource Investment Partners, LLP	8/15/1988	8/15/1988 T4S, R39W, 6th P.M. Section 29: SE/4	160.000	32.000	32.000 Bk 84, Pg 561
WIr-002	Marcile Leach	OneSource Investment Partners, LLP	8/15/1988	8/15/1988 T4S, R39W, 6th P.M. Section 29: SE/4	160.000	32.000	32.000 Bk 84, Pg 582
WIr-003	William W. Leach and Vada Leach, husband and wife	OneSource Investment Partners, LLP	8/15/1988	8/15/1988 T4S, R39W, 6th P.M. Section 29: SE/4	160.000	32.000	32.000 Bk 84, Pg 575
WIL-004	H Keith Lovd Farms. Inc	OneSource Investment Partners, LLP	7/22/1987	7/22/1987 T4S, R39W, 6th P.M. Section 32: All	640.000	480.000	480.000 Bk 80, Pg 616
WAIR-OOS	Iohn P. Lockridge	OneSource Investment Partners, LLP	5/25/1988	745, R39W, 6th P.M. Section 31: N/2 5/25/1988 SW/4 Section 32: W/2	800.000	25.000	25.000 Bk 83, Pg 461
WIr-006	Glen O. Neitzel and Alice Neitzel, hubsand and wife	OneSource Investment Partners, LLP	7/18/1987 S/2NE/4	745, R39W, 6th P.M. Section 28: 5/2, 5/2NE/4	400.000	400.000	400.000 Bk 80, Pg 608
WIr-007	Glen O. Neitzel and Alice Neitzel, hubsand and wife	OneSource Investment Partners, LLP	2/26/1990	2/26/1990 T4S, R39W, 6th P.M. Section 30: SE/4	160.000	160.000	160.000 Bk 90, Pg 47
WIr-008	Sharon Penton and Dave Penton, wife and husband	OneSource Investment Partners, LLP	8/18/1987	8/18/1987 T4S, R39W, 6th P.M. Section 25: NE/4	160.000	160.000	Bk 80, Pg 600
900	Margaret R. Peter, formerly Margaret R. Henston, a married woman dealing in her sole and separate	OneSource Investment Partners. LLP	8/31/1987	8/31/1987 T4S, R39W, 6th P.M. Section 35: NE/4	160.000	160.000	160.000 Bk 81, Pg 649
WII-009	Jacob Ben Andrist and Aerial L. Andrist, husband and wife	OneSource Investment Partners, LLP	2/23/1989	745, R39W, 6th P.M. Section 26: SW/4, 2/23/1989 Section 27: S/2, Section 35: NW/4NE/4	520.000	497.140	497.140 Bk 86, Pg 220
WIr-020	Randy D. Andrist and Denise R. Andrist, husband and wife	OneSource Investment Partners, LLP	2/23/1989	2/23/1989 T4S, R39W, 6th P.M. Section 27: E/2	320.000		129.524 Bk 86, Pg 224
WIr-021	Nadyne Bevan and Wilbert Bevan, husband and wife	OneSource Investment Partners, LLP	7/13/1988	7/13/1988 T4S, R39W, 6th P.M. Section 29: SE/4	160.000	32.000	32.000 Bk 84, Pg 589
WIr-022	Rober J. Burr	OneSource Investment Partners, LLP	8/3/1987	8/3/1987 T4S, R39W, 6th P.M. Section 27: NE/4	160.000	160.000	160.000 Bk 81, Pg 643
WIr-023	Darivne Beeson and Elmer Beeson, husband and wife	OneSource Investment Partners, LLP	9/9/1988	9/9/1988 T4S, R39W, 6th P.M. Section 29: SE/4	160.000	32.000	32.000 Bk 84, Pg 568
WIr-D24	D and D Farms, Inc.	OneSource Investment Partners, LLP	7/18/1987	7/18/1987 T4S, R39W, 6th P.M. Section 28: NW/4	160.000	160.000	160.000 Bk 80, Pg 592
WIr-025	Esther L. Damkroger and Edwin Damkroger, husband and wife	OneSource Investment Partners, LLP	8/18/1987	T5S, R39W, 6th P.M. Section 6: Lots 1 8/18/1987 and 2, S/2NE/4 (NE/4)	158.600	158.600	158.600 Bk 81, Pg 647
WIr-026	Hal L. Harkins and Mabel Harkins, husband and wife	OneSource Investment Partners, LLP	7/21/1987	7/21/1987 T4S, R39W, 6th P.M. Section 34: NE/4	160.000	160.000	160.000 Bk 80, Pg 595
Wlr-027	Carl H. Hendricks and Wilma Hendricks, husband and wife	OneSource Investment Partners, LLP	9/14/1987	T5S, R40W, 6th P.M. Section 2: N/2Lots 1 and 2, S/2NE/4 (NE/4) T4S, R39W, 6th P.M. Section 34: SE/4	480.000	480.000	Bk 81, Pg 655
WIr-028	Maurice L. Dyer, as Power of Attorney for Nellie P. Jenkins	OneSource Investment Partners, LLP	T4S, R39 8/18/1987 E/2SE/4	T4S, R39W, 6th P.M. Section 31: E/2SE/4	80.000		80.000 Bk 80, Pg 620
WIr-029	Thomoson Gas Corporation	OneSource Investment Partners, LLP	5/3/1988	745, R39W, 6th P.M. Section 31: N/2, S/3/1988 SW/4, Section 32: W/2	800.000		25.000 Bk 83, Pg 459
WIr-030	onna E. Zweygardt,	husband OneSource Investment Partners, LLP	7/22/1987	7/22/1987 SW/4, W/2SE/4	560.000		320.000 Bk 80, Pg 612

Exhibit A Well Inventory

lease Name	Well No.	API Number	Yr Drilled	Depth	Sec T	Twp Rg	Rge Dir	r Q4	03	02	Q1	Feet N-S	N-S	Feet E-W	E-W	Type \	Feet E-W E-W Type Well Status
ANDRIST	1-27	_	1989		27		39 W	NE NE	SW	SE	SW	350	S	3530	Е	GAS	PR
ANDRIST	2-27	15-023-21040-0000	2008	1492	27	4 3	39 W	NN.	/ SW	SE	SE	330	S	066	Е	GAS	PR
BURR	B-1	15-023-20181-0000	1981	1507	27	4 4	40 W	SE	Š	SE	NE	3300	S	099	Е	GAS	Z
CHEY FEEDYARD	1-32	15-023-21148-0000		1165	32	4 3	39 W	_		NE	NE	099	z	099	Е	GAS	PR
D AND D FARMS INC	1-28	15-023-00027-0001	1993	1391	28	4 3	39 W	/ SW	R	SW	ΝN	1973	Z	099	≥	GAS	PR
DAMKROGER	1-6	15-023-20060-0000	1977	1880	9	5 3	39 W	NN/	/ SW	NE	NE	4290	S	1320	П	GAS	PR
DAVIS	1-27	15-023-21150-0000		1500	27	4 3	39 W	WN /	/ SE	SW	NE	1980	z	1980	ш	GAS	PR
FRITZ	A 1	15-023-20179-0000	1981	1487	25	4 4	40 W	MN /	/ SE	SE	NE	3300	S	099	ш	GAS	2
HARKINS	A-1	15-023-20180-0000	1981	1467	34	4 3	39 W	SE /	NN	/NW	NE	4620	S	1980	ш	GAS	PR
HEATON	1	15-023-20150-0000	1980	1558	35	4 4	40 W	SE /	SE	NN	NE	3960	S	1320	ш	GAS	PR
HEATON	2-35	15-023-21182-0000	2008	1565	35	4 4	40 W	/ NE	SW:	SE	NE	1980	z	099	В	GAS	PR
HENDRICKS	1	15-023-20070-0000	1979	1468	2	5 4	40 W	/ NE	SW	MN /	NN	099	z	099	≥	GAS	PR
JENKINS	1-31	15-023-20061-0000	1977	1870	31	4 3	39 W	/ SE	SW	/ NE	SE	1320	S	066	Е	GAS	PR
IENKINS	2-31	15-023-20318-0000	1992	1428	31	4	39 W	/ SW	/ NE	R	SE	2280	S	999	Ш	GAS	Z
IFACH	1-29	15-023-20029-0000	1976	4704	29	4	39 W	/ NE	SW	/ SW	SE	330	S	1980	Е	GAS	PR
LFACH	2-29	15-023-20326-0000	1993	1454	29	4	39 W	NN >	V SE	R	SE	1980	S	660	Е	GAS	PR
LLOYD FARMS	1-32	15-023-20118-0000	1979	2200	32	4	39 W	NN >	NN V	/ SE	NW	1470	Z	1320	≥	GAS	PR
NEITZEL	1	15-023-20010-0001		3287	28	4	39 W	>	-	SE	SW	099	S	3300	ш	SWD	A
NEITZEL	1-30	15-023-20315-0000	1991	1437	30	4	39 W	V NE	SE	SW	SE	099	S	1480	ш	GAS	PR
NEITZEL	2-28	15-023-20058-0000	1977	1850	28	4	39 W	NN >	NN V	/ SE	SW	1320	S	1320	≯	GAS	PR
NFITZEL	2-30	15-023-21049-0000	2008	1431	30	4	39 W	NN >	V SE	N N	SE /	1980	S	1980	E	GAS	PR
NEITZEL	22-1	15-023-20982-0000		1400	28	4	39 W	>		R	SW	1980	S	1980	M	GAS	PR
NEITZEL	22-2	15-023-21015-0000	2008	1450	28	4	39 W	>		NN	/ SE	1980	S	1980	ш	GAS	PR
NEITZEL	22-3A	15-023-21047-0000	2008	1454	28	4	39 W	>		SW	NE	1980	z	1970	Ш	GAS	PR
NEITZEL	22-4	15-023-21048-0000	2008	1450	28	4	39 W	>		SE	NW	1980	z	1980	3	GAS	PR
NEITZEL	22-5	15-023-21082-0000	2008	1440	28	4	39 W	>		NE	N N	099	z	1980	≥	GAS	PR
NEITZEL	22-6	15-023-21098-0000	2008	1440	28	4	39 W	>		NN	/NW	099	z	099	≥	GAS	PR
NEITZEL	22-7	15-023-21131-0000	2008	1450	28	4	39 W	>		NN	MS /	1980	S	099	≷	GAS	PR
NEITZEL	22-8	15-023-21142-0000	2008	1433	28	4	39 W	>		SW	/ SW	099	S	099	≯	GAS	PR
NEITZEL	3-28	15-023-20321-0000	1992	1389	28	4	39 W	W SW	V NE	E NE	SE	2070	S	580	ш	GAS	PR
NEITZEL	4-28	15-023-20336-0000	1993	1385	28	4	39 V	W NE	E SW	V SW	/ SE	099	S	1980	ш	GAS	PR
NEITZEL	5-28	15-023-21149-0000	2008	1469	28	4	39 V	W NE	E SW	V SE	SE	099	S	099	ш	GAS	PR
RAILE	1-29	15-023-20277-0000	1989	1428	29	4	39 V	W NW	N SE	R	SW	1650	S	3300	ш	GAS	PR
RAILE	2-29	15-023-20344-0000	1994	1422	59	4	39 V	W SW	N NE	E SW	/ SW	099	S	099	≥	GAS	PR

Exhibit A Well Inventory

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omely open I	Well No	Well No API Number	Yr Drilled	Depth	Sec 7	WP	ze Di	<u>r</u>	03	02	Q1	Feet N-S	N-S	eet E-W		ype	Drilled Depth Sec Twp Rge Dir Q4 Q3 Q2 Q1 Feet N-S N-S Feet E-W E-W 1996 Well Status
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DAILE	3-29	3-29 15-023-21181-0000	2008	1500	29	4 3	39 W	/ SE	S	MN NW SW	28	1980	<u>Λ</u>	000	^	CAD	4
NAILL	2	100 100 100 01			-	-	+	-	-			0000	,	0,000		200	90
מכחובו חכ	1-33	1-33 115-023-20059-0000	1977	1485	33	4 3	39 W	/\S/\	W SW SW	/ NE	3	3960	<u>ν</u>	3960		GAS	A.A.
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ZVACVCABDT	1.21	1-31 15-02-20345-0000	1994	1465	31	4 3	39 W	/ SE	Ž	W SE NW NE	SW	1980	S	1980	3	GAS	P.K
ZWETGAND!	TC_T	17 053 50343 0000	1		1	+	+	+	1			1	1	022	$\overline{}$	200	00
ZWEVGARNT	2-31	2-31 15-023-21041-0000	2008	1481	31	4 3	39 N	Z	SN ∃	W NE SW SW NW	<u>≥</u>	2080	z	099	3	GAS	PR
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