

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 _____

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

KNOW ALL MEN BY THESE PRESENTS:

ONESOURCE INVESTMENT PARTNERS, LLP, a Delaware limited liability partnership, (“**Assignor**”), whose address is 3827 N. 10th Street, Suite 104, McAllen, TX 78501, 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:

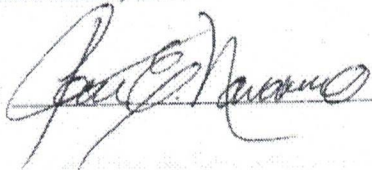
1. Warranty of Title. Assignor warrants and will forever defend title to the working interest and net revenue interest quanta in the Assets as shown in Exhibit A of the Purchase and Sale Agreement (“PSA”) by and between the Assignor and the Assignee, Assignor

warrants and will forever defend title to the working interest and net revenue interest in the Leases

2. Subrogation. 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 Assignee (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. Further Assurances. 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. LIENS: Assignor warrants there are no liens or encumbrances on the Leases or the Wells.
6. 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**

By:



Name: Claudia E. Alvarez
Title: Manager, Intelliance, LLC
The General Partner of
OneSource Investment Partners, LLP

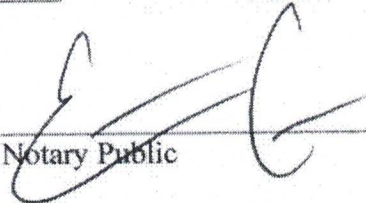
Acknowledgment

STATE OF TX)
COUNTY OF Hidalgo) ss.

The foregoing instrument was acknowledged before me this 1st day of JAN, 2022, by CLAUDIA NAVAMO as Manager of Intelliance, LLC the General Partner of OneSource Investment Partners, LLP, a DELAWARE limited liability partnership.

Witness my hand and official seal.

My commission expires: 2/14/2024



Notary Public

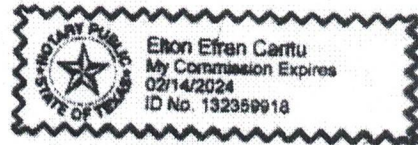


Exhibit A
Wheeler Field Lease Schedule

Lease No.	Lessor	Lessee	Lease Date	Description	Gross Acres	Net Acres	Recording
Wlr-001	Judy David, as Administrator/Executrix of the Estate of Kenneth Leach, decease	OneSource Investment Partners, LLP	8/15/1988	T4S, R39W, 6th P.M. Section 29: SE/4	160.000	32.000	Bk 84, Pg 561
Wlr-002	Marcile Leach	OneSource Investment Partners, LLP	8/15/1988	T4S, R39W, 6th P.M. Section 29: SE/4	160.000	32.000	Bk 84, Pg 582
Wlr-003	William W. Leach and Vada Leach, husband and wife	OneSource Investment Partners, LLP	8/15/1988	T4S, R39W, 6th P.M. Section 29: SE/4	160.000	32.000	Bk 84, Pg 575
Wlr-004	H. Keith Loyd Farms, Inc	OneSource Investment Partners, LLP	7/22/1987	T4S, R39W, 6th P.M. Section 32: All	640.000	480.000	Bk 80, Pg 616
Wlr-005	John P. Lockridge	OneSource Investment Partners, LLP	5/25/1988	T4S, R39W, 6th P.M. Section 31: N/2 SW/4 Section 32: W/2	800.000	25.000	Bk 83, Pg 461
Wlr-006	Glen O. Neitzel and Alice Neitzel, husband and wife	OneSource Investment Partners, LLP	7/18/1987	T4S, R39W, 6th P.M. Section 28: S/2, S/2NE/4	400.000	400.000	Bk 80, Pg 608
Wlr-007	Glen O. Neitzel and Alice Neitzel, husband and wife	OneSource Investment Partners, LLP	2/26/1990	T4S, R39W, 6th P.M. Section 30: SE/4	160.000	160.000	Bk 90, Pg 47
Wlr-008	Sharon Penton and Dave Penton, wife and husband	OneSource Investment Partners, LLP	8/18/1987	T4S, R39W, 6th P.M. Section 25: NE/4	160.000	160.000	Bk 80, Pg 600
Wlr-009	Margaret R. Peter, formerly Margaret R. Henston, a married woman dealing in her sole and separate property	OneSource Investment Partners, LLP	8/31/1987	T4S, R39W, 6th P.M. Section 35: NE/4	160.000	160.000	Bk 81, Pg 649
Wlr-019	Jacob Ben Andrist and Aerial L. Andrist, husband and wife	OneSource Investment Partners, LLP	2/23/1989	T4S, R39W, 6th P.M. Section 26: SW/4, Section 27: S/2, Section 35: NW/4NE/4	520.000	497.140	Bk 86, Pg 220
Wlr-020	Randy D. Andrist and Denise R. Andrist, husband and wife	OneSource Investment Partners, LLP	2/23/1989	T4S, R39W, 6th P.M. Section 27: E/2	320.000	129.524	Bk 86, Pg 224
Wlr-021	Nadyne Bevan and Wilbert Bevan, husband and wife	OneSource Investment Partners, LLP	7/13/1988	T4S, R39W, 6th P.M. Section 29: SE/4	160.000	32.000	Bk 84, Pg 589
Wlr-022	Rober J. Burr	OneSource Investment Partners, LLP	8/3/1987	T4S, R39W, 6th P.M. Section 27: NE/4	160.000	160.000	Bk 81, Pg 643
Wlr-023	Darlyne Beeson and Elmer Beeson, husband and wife	OneSource Investment Partners, LLP	9/9/1988	T4S, R39W, 6th P.M. Section 29: SE/4	160.000	32.000	Bk 84, Pg 568
Wlr-024	D and D Farms, Inc.	OneSource Investment Partners, LLP	7/18/1987	T4S, R39W, 6th P.M. Section 28: NW/4	160.000	160.000	Bk 80, Pg 592
Wlr-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 and 2, S/2NE/4 (NE/4)	158.600	158.600	Bk 81, Pg 647
Wlr-026	Hai L. Harkins and Mabel Harkins, husband and wife	OneSource Investment Partners, LLP	7/21/1987	T4S, R39W, 6th P.M. Section 34: NE/4	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)	480.000	480.000	Bk 81, Pg 655
Wlr-028	Maurice L. Dyer, as Power of Attorney for Nellie P. Jenkins	OneSource Investment Partners, LLP	8/18/1987	T4S, R39W, 6th P.M. Section 31: E/2SE/4	80.000	80.000	Bk 80, Pg 620
Wlr-029	Thompson Gas Corporation	OneSource Investment Partners, LLP	5/3/1988	T4S, R39W, 6th P.M. Section 31: N/2, SW/4, Section 32: W/2	800.000	25.000	Bk 83, Pg 459
Wlr-030	Williard H. Zweygardt and Donna E. Zweygardt, husband and wife	OneSource Investment Partners, LLP	7/22/1987	T4S, R39W, 6th P.M. Section 31: N/2, 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	Twp	Rge	Dir	Q4	Q3	Q2	Q1	Feet N-S	N-S	Feet E-W	E-W	Type	Well Status
ANDRIST	1-27	15-023-20276-0000	1989	1442	27	4	39	W	NE	SW	SE	SW	350	S	3530	E	GAS	PR
ANDRIST	2-27	15-023-21040-0000	2008	1492	27	4	39	W	NW	SW	SE	SE	330	S	990	E	GAS	PR
BURR	B-1	15-023-20181-0000	1981	1507	27	4	40	W	SE	NW	SE	NE	3300	S	660	E	GAS	IN
CHEY FEEDYARD	1-32	15-023-21148-0000		1165	32	4	39	W			NE	NE	660	N	660	E	GAS	PR
D AND D FARMS INC	1-28	15-023-00027-0001	1993	1391	28	4	39	W	SW	NE	SW	NW	1973	N	660	W	GAS	PR
DAMKROGER	1-6	15-023-20060-0000	1977	1880	6	5	39	W	NW	SW	NE	NE	4290	S	1320	E	GAS	PR
DAVIS	1-27	15-023-21150-0000		1500	27	4	39	W	NW	SE	SW	NE	1980	N	1980	E	GAS	PR
FRITZ	A 1	15-023-20179-0000	1981	1487	25	4	40	W	NW	SE	SE	NE	3300	S	660	E	GAS	IN
HARKINS	A-1	15-023-20180-0000	1981	1467	34	4	39	W	SE	NW	NW	NE	4620	S	1980	E	GAS	PR
HEATON	1	15-023-20150-0000	1980	1558	35	4	40	W	SE	SE	NW	NE	3960	S	1320	E	GAS	PR
HEATON	2-35	15-023-21182-0000	2008	1565	35	4	40	W	NE	SW	SE	NE	1980	N	660	E	GAS	PR
HENDRICKS	1	15-023-20070-0000	1979	1468	2	5	40	W	NE	SW	NW	NW	660	N	660	W	GAS	PR
JENKINS	1-31	15-023-20061-0000	1977	1870	31	4	39	W	SE	SW	NE	SE	1320	S	990	E	GAS	PR
JENKINS	2-31	15-023-20318-0000	1992	1428	31	4	39	W	SW	NE	NE	SE	2280	S	660	E	GAS	IN
LEACH	1-29	15-023-20029-0000	1976	4704	29	4	39	W	NE	SW	SW	SE	330	S	1980	E	GAS	PR
LEACH	2-29	15-023-20326-0000	1993	1454	29	4	39	W	NW	SE	NE	SE	1980	S	660	E	GAS	PR
LLOYD FARMS	1-32	15-023-20118-0000	1979	2200	32	4	39	W	NW	NW	SE	NW	1470	N	1320	W	GAS	PR
NEITZEL	1	15-023-20010-0001		3287	28	4	39	W			SE	SW	660	S	3300	E	SWD	AI
NEITZEL	1-30	15-023-20315-0000	1991	1437	30	4	39	W	NE	SE	SW	SE	660	S	1480	E	GAS	PR
NEITZEL	2-28	15-023-20058-0000	1977	1850	28	4	39	W	NW	NW	SE	SW	1320	S	1320	W	GAS	PR
NEITZEL	2-30	15-023-21049-0000	2008	1431	30	4	39	W	NW	SE	NW	SE	1980	S	1980	E	GAS	PR
NEITZEL	22-1	15-023-20982-0000	2008	1400	28	4	39	W			NE	SW	1980	S	1980	W	GAS	PR
NEITZEL	22-2	15-023-21015-0000	2008	1450	28	4	39	W			NW	SE	1980	S	1980	E	GAS	PR
NEITZEL	22-3A	15-023-21047-0000	2008	1454	28	4	39	W			SW	NE	1980	N	1970	E	GAS	PR
NEITZEL	22-4	15-023-21048-0000	2008	1450	28	4	39	W			SE	NW	1980	N	1980	W	GAS	PR
NEITZEL	22-5	15-023-21082-0000	2008	1440	28	4	39	W			NE	NW	660	N	1980	W	GAS	PR
NEITZEL	22-6	15-023-21098-0000	2008	1440	28	4	39	W			NW	NW	660	N	660	W	GAS	PR
NEITZEL	22-7	15-023-21131-0000	2008	1450	28	4	39	W			NW	SW	1980	S	660	W	GAS	PR
NEITZEL	22-8	15-023-21142-0000	2008	1433	28	4	39	W			SW	SW	660	S	660	W	GAS	PR
NEITZEL	3-28	15-023-20321-0000	1992	1389	28	4	39	W	SW	NE	NE	SE	2070	S	580	E	GAS	PR
NEITZEL	4-28	15-023-20336-0000	1993	1385	28	4	39	W	NE	SW	SW	SE	660	S	1980	E	GAS	PR
NEITZEL	5-28	15-023-21149-0000	2008	1469	28	4	39	W	NE	SW	SE	SE	660	S	660	E	GAS	PR
RAILE	1-29	15-023-20277-0000	1989	1428	29	4	39	W	NW	SE	NE	SW	1650	S	3300	E	GAS	PR
RAILE	2-29	15-023-20344-0000	1994	1422	29	4	39	W	SW	NE	SW	SW	660	S	660	W	GAS	PR

**Exhibit A
Well Inventory**

Lease Name	Well No.	API Number	Yr Drilled	Depth	Sec	Twp	Rge	Dir	Q4	Q3	Q2	Q1	Feet N-S	N-S	Feet E-W	E-W	Type	Well Status
RAILE	3-29	15-023-21181-0000	2008	1500	29	4	39	W	SE	NW	NW	SW	1980	S	660	W	GAS	PR
SCHIELDS	1-33	15-023-20059-0000	1977	1485	33	4	39	W	SW	SW	NE	NW	3960	S	3960	E	GAS	PR
ZWEYGARDT	1-31	15-023-20345-0000	1994	1465	31	4	39	W	SE	NW	NE	SW	1980	S	1980	W	GAS	PR
ZWEYGARDT	2-31	15-023-21041-0000	2008	1481	31	4	39	W	NE	SW	SW	NW	2080	N	660	W	GAS	PR