

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 AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (the "Assignment"), is from ARP Operating, LLC, whose address is 1444 Wazee Street, Suite 125, Denver, CO 80202 ("Assignor") to Jesus Lozoya, whose address is 1098 E. Main Street, Coldwater, KS 67029 ("Assignee").

For twenty-two thousand dollars (\$22,000) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, quit claims, grants, transfers, bargains, sells and conveys to Assignee all of Assignor's right, title and interest, less overriding royalties, if any, owned by Assignor(s), in and to the following (all of which are herein called the "Interests"):

The oil and gas leasehold interest(s) as described in Exhibit "A" attached hereto and made a part hereof (herein called the "Lease(s)"), including, but not limited to, the wells, facilities, equipment, and other fixtures or personal property related thereto or located thereon and/or presently used in the operation of the well(s) located on such leases or on lands pooled or unitized therewith and all agreements, rights of way, easements, licenses and orders pertaining thereto,

TO HAVE AND TO HOLD the Interests unto Assignee, and its successors and assigns, effective as of the Effective Time hereinafter set forth, forever.

With respect to the well(s), personal property and equipment assigned hereby, Assignor warrants title to the rights and interests assigned herein, and agrees that the rights and interests assigned herein are free and clear of all liens, encumbrances, and mortgages by, through, and under Assignor, but not otherwise.

It is understood and agreed that Assignee shall have inspected the property and premises and satisfied itself as to its physical and environmental condition, both surface and subsurface, and that Assignee shall accept all of the same in its "as is, where is" condition. In addition, Assignor shall make no representation, express or implied, as to the accuracy or completeness of any data, information or materials heretofore or hereafter furnished Assignee in connection with the Interests, or as to the quality or quantity of hydrocarbon reserves (if any) attributable to the Interests or the ability of the Interests to produce hydrocarbons. Any and all such data, information and other materials furnished by Assignor is provided to Assignee as a convenience and any reliance on or use of the same shall be at Assignee's sole risk.

By execution hereof, Assignee hereby assumes and agrees to pay and discharge or cause to be paid and discharged, and after the Effective Time hereof, to perform or cause to be performed, all of Assignor's obligations and liabilities arising and attributable to times on or after Effective Time incurred in the ordinary course of the operation of the Interests on or after Effective Time pursuant to leases, operating agreements, contracts, gas and/or oil contracts (if any), instruments and other commitments to which the Interests are subject.

The Assignee shall receive credit for any oil and/or gas produced from said assigned premises from and after the Effective Time hereof.

Assignor hereby agrees to pay and discharge or cause to be paid, performed, and discharged, all obligations and liabilities arising and attributable to times before the Effective Time incurred in the ordinary course of the operation of the Interests before the Effective Time pursuant to leases, operating agreements, contracts, gas and/or oil contracts (if any), instruments and other commitments to which the Interests are subject.

By its acceptance of this Assignment, Assignee shall comply with and does hereby assume and agree to perform as to matters attributable to times on and after the Effective Time, Assignee's proportionate part of all express and implied covenants, obligations and reservations contained in the Lease, and the interests assigned herein are subject to and shall bear their proportionate share of all existing recorded burdens on the Lease, as of the Effective Time.

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This Assignment may be signed in multiple counterparts each of which shall be effective upon execution by the party signing the same, and shall be considered an original for all purposes. The signature and acknowledgement pages of each counterpart may be combined into a single document for recording, which shall be considered one and the same instrument.

The provisions hereof shall be covenants running with the lands and Lease(s) subject hereto, and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

Executed and effective this 1<sup>st</sup> day of January, 2022.

**ASSIGNORS**  
ARP OPERATING, LLC


By:   
Rich Tabaka, Sole Member and Manager

**ACKNOWLEDGEMENT**

STATE OF Colorado )  
COUNTY OF Denver ) ss.

This instrument was acknowledged before me on this 1<sup>st</sup> day of January, 2022, by Rich Tabaka, Sole Member and Manager of ARP Operating, LLC.

My commission expires: February 2, 2025

  
Notary Public

CIERAH MARIE SITKO  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20214004249  
MY COMMISSION EXPIRES FEBRUARY 2, 2025

**EXHIBIT A**

**LEASE: Platt #1-5A Gas Unit**

**Legal:** NW/4, Sec:5-34S-15W, Barber County, Kansas, containing 160 acres, more or less, recorded in Book 282, Page 163.  
SW/4, Sec:5-34S-15W, Barber County, Kansas, containing 160 acres, more or less, recorded in Book 282, Page 107.  
SE/4, Sec:5-34S-15W, Barber County, Kansas, containing 160 acres, more or less, recorded in Book 282, Page 139.  
NE/4, Sec:5-34S-15W, Barber County, Kansas, containing 160 acres, more or less, recorded in Book 282, Page 171.

**LEASE: Platt-6 GU**

**Legal:** Lot 1, Lot 2, Lot 3, Lot 4, NE/4, E/2 of the NW/4, E/2 of the SW/4 Sec: 6-34S-1 SW Lot 1, NE/4 of the NW/4 and the N/2 of the NE/4 Sec: 7-34S-1 SW Barber County, Kansas containing 628.41 acres.

**LEASE: Platt 1-31 Gas Unit**

**Legal:** All Sec: 31-33S-15W, Barber County, Kansas containing 640 acres.

**LEASE: Elizabeth-6**

**Legal:** SE/4, Sec: 6-34S-15W, Barber County, Kansas, Containing 160 Acres.

**LEASE: Platt #1-20 Gas Unit**

**Legal:** W/2 SW/4, Sec: 20-33S-15W, Barber County, Kansas, containing 80 acres, more or less, recorded in Book 288, Page 121.  
NW/4, Sec: 20-33S-15W, Barber County, Kansas, containing 160 acres, more or less, recorded in Book 288, Page 125.  
NE/4, Sec: 20-33S-15W, Barber County, Kansas, containing 160 acres, more or less, recorded in Book 288, Page 129.

**LEASE:**

**Platt #1-29 Gas Unit**

**Legal:**

Section 29, Township 33 South, Range 15 West, Barber County, Kansas covering: NE/4, Sec: 29-33S-15W, Barber County, Kansas, containing 160 acres, more or less, recorded in Book 278, Page 569.  
SE/4, Sec: 29-33S-15W, Barber County, Kansas, containing 160 acres, more or less, recorded in Book 278, Page 575.  
NW/4, Sec: 29-33S-15W, Barber County, Kansas, containing 160 acres, more or less, recorded in Book 278, Page 581.  
SW/4, Sec: 29-33S-15W, Barber County, Kansas, containing 160 acres, more or less, recorded in Book 278, Page 587.

**LEASE:**

**Platt #1-30 Gas Unit**

**Legal:**

E/2 NW/4, Lot #1 (35.12 acres) and Lot #2 (35.42 acres), Sec: 30-33S-15W, Barber County, Kansas, containing a total of 150.54 acres, recorded in Book 278, Page 611.  
E/2 SW/4, Lot #3 (35.74 acres) and Lot #4 (36.04 acres), Sec: 30-33S-15W, Barber County, Kansas, containing a total of 151.78 acres, recorded in Book 278, Page 605.

**LEASE:**  
**Z-Bar 33 lease**

**Legal:** E/2 SW/4 Sec: 28- 33S-15W, Barber County, Kansas, containing 80 acres.  
SW/4 NE/4 & NE/4 SW/4 Sec: 33-33S-15W, Barber County, Kansas, containing 80 acres.

SE/4 Sec: 33-33S-15 West, Barber County, Kansas, containing 160 acres.  
NW/4 Sec: 33-33S-15W, Barber County, Kansas, containing 160 acres.

SE/4 SW/4 S<:c: 33-33S-15W, Barber County, Kansas, containing 40 acres.

The above described Oil and Gas Leases have been pooled, unitized, and consolidated in accordance with the terms and provisions thereof, executed by Byron E. Hummon, Jr., effective August 27, 2002 and recorded in the office of the Register of Deeds, Barber County, Kansas in Book 293, Page 392.

**LEASE:**  
**Z-Bar 1-20**

**Legal:** E/2 SW/4 & SE/4 of Sec: 20-33S-15W, Barber County, Kansas, containing 120 acres, recorded in Book 289, Page 137.

**LEASE:**  
**Platt Z-Bar #1-32 Gas Unit**

**Legal:** W/2 SW/4, Sec: 33-33S-15W containing 80 acres more or less recorded in Book 280, Page 475.

E/2 SE/4, Sec: 32-33S-1 SW containing 80 acres more or less recorded in Book 282, Page 195.