KOLAR Document ID: 1613021

# 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:	I
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	SecTwpREV
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 injecti	on authorization, surface pit permit # has been
noted, approved and duly recorded in the records of the Kansas Corporation	on Commission. This acknowledgment of transfer pertains to Kansas Corporation
Commission records only and does not convey any ownership interest in the	ne 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:	
. Neconimonate action.	
Date:	Date:
Authorized Signature	Authorized Signature
DISTRICT EPR	PRODUCTION UIC

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#### Side Two

## Must Be Filed For All Wells

KDOR Lease No	).:		_		
* 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 _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		
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		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
			FEL/FWL _		
		FSL/FNL	FEL/FWL _		
		FSL/FNL	FEL/FWL _		

A separate sheet may be attached if necessary.

<sup>\*</sup> 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.

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## Kansas Corporation Commission Oil & Gas Conservation Division

Form KSONA-1
July 2021
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:+	the lease below.
Contact Person:	-
Phone: ( ) Fax: ( )  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:	
City: State: Zip:+	_
	ank batteries, pipelines, and electrical lines. The locations shown on the plat d 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 Noti provided the following to the surface owner(s) of the land Form C-1, Form CB-1, Form T-1, or Form CP-1 that I am f	ice Act (see Chapter 55 of the Kansas Statutes Annotated), I have upon which the subject well is or will be located: 1) a copy of the filing in connection with this form; 2) if the form being filed is a Form my operator name, address, phone number, fax, and email address.
the KCC will be required to send this information to the surf-	o. I acknowledge that, because I have not provided this information, ace owner(s). To mitigate the additional cost of the KCC performing address of the surface owner by filling out the top section of this form to the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 handling form and the associated Form C-1, Form CB-1, Form T-1, or Form C	ing 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 correct	t to the best of my knowledge and belief.
Date: Signature of Operator or Agent:	Title:

## ASSIGNMENT AND BILL OF SALE

STATE OF KANSAS		)	
		) ss.	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF ROOKS	2	)	

WHEREAS, the undersigned whether one or more hereafter collectively ("Grantor") owns certain undivided interest in and to the Assets (as defined below);

WHEREAS, **Patterson Energy**, **LLC**, a Kansas limited liability company ("<u>Grantee</u>", and, together with Grantor, the "<u>Parties</u>"); and

WHEREAS, pursuant to that certain Purchase and Sale Agreement by and among Grantor and Grantee dated as of December 14, 2021, (the "<u>Purchase Agreement</u>") Grantor has agreed to assign to Grantee all of its right, title, and interest in and to the Assets as set forth in this Assignment and Bill of Sale (the "<u>Assignment</u>").

### ASSIGNMENT

<u>Section 1</u> <u>Assignment</u>. NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby GRANTS, BARGAINS, SELLS, AND CONVEYS, and by these presents has GRANTED, BARGAINED, SOLD, AND CONVEYED unto Grantee all right, title, and interest of Grantor in and to the following (collectively the "Assets"):

- (A) One Hundred Percent (100%) of Seller's working and net revenue interests in the oil and gas leases described on Exhibit "A" (including any renewals, extensions, ratifications and amendments to such interests whether or not such renewals, extensions, ratifications or amendments are described on Exhibit "A") (any such rights or interests individually referred to as "Lease" or collectively, "Leases"); with said interests to be no less than the percentages of the total working and net revenue interests attributable to Seller in the Leases as set out opposite the description of the Oil and Gas Leaseholds on Exhibit "A".
- (B) One Hundred Percent (100%) of the working and net revenue interests in and to each of the oil and gas leases described on Exhibit "A" that are not identified as interests owned by Seller but, instead, are identified as being owned by other parties (collectively, such other owners, including owners identified through subsequent title examination that are not identified on Exhibit "A", are referred to as Selling Owners) (including any renewals, extensions,

ratifications and amendments to such interests whether or not such renewals, extensions, ratifications or amendments are described on Exhibit "A") (any such rights or interests individually referred to as "Lease" or collectively, "Leases"); with said interests to be no less than the percentages of the total working and net revenue interests attributable to the Selling Owners in the Leases as set out opposite the description of the Oil and Gas Leaseholds on Exhibit "A".

- (C) All structures, facilities, foundations, wellheads, wellbores, tanks, pumps, compressors, separators, heater treaters, valves, fittings, equipment, machinery, fixtures, flowlines, pipelines, platforms, tubular goods, materials, tools, supplies, improvements, and any other personal, immovable, and mixed property located on, used in the operation of, or relating to the production, treatment, non-regulated transportation, gathering, marketing, sale, processing, handling or disposal of hydrocarbons, water, and associated substances produced or drained from the Leases or the Units (the "Facilities") located on site of or used or related in any way to the operations of the Leases described in (i) above.
- (D) Rights of way, easements, surface leases, disposal well agreements, and other rights to use the surface used or held for use in connection with the production, operation, gathering, transporting, disposal and sale of hydrocarbons or water produced from the Leases (the "Related Agreements"); attributed to or related in any way to the rights or operations of the Leases described in (i) above.
- (E) Operating rights as set forth in the operating agreements incident to the leaseholds described in (i) and (ii) above.

TO HAVE AND TO HOLD the Assets unto Grantee, its successors and assigns forever, subject, however, to the terms and conditions of this Assignment.

Section 2 Special Warranty; Disclaimer. Grantor warrants title to the Assets, subject to the permitted encumbrances and the terms and conditions of the Purchase Agreement, unto Grantee, its successors and assigns, against all persons claiming or to claim the same or any part thereof by, though, or under Grantor, but not otherwise. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, GRANTOR MAKES NO; AND EXPRESSLY DISCLAIMS AND NEGATES ANY, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED; AS TO TITLE TO ANY OF THE ASSETS. Grantor hereby assigns to Grantee all rights, claims, and causes of action on title warranties given or made by Grantor's respective predecessors (other than Affiliates of Grantor), and Grantee is specifically subrogated to all rights which Grantor may have against their respective predecessors (other than Affiliates

- <u>Section 8</u> <u>Successors and Assigns</u>. This Assignment shall bind and insure to the benefit of the parties hereto and their respective successors and assigns.
- Section 9 <u>Titles and Captions</u>. All article or section titles or captions in this Assignment are for convenience only, shall not be deemed part of this Assignment and in no way define, limit, extend, or describe the scope or intent of any provisions hereof.
- Section 10 Governing Law. Except to the extent the laws of another jurisdiction will, under conflict of law principles, govern transfers of Assets located in such other jurisdiction, this Assignment and the rights of the parties hereunder shall be governed by, and construed in accordance with, the laws of the state of Kansas.
- Section 11 Counterparts. This Assignment may be executed in any number of counterparts, and by different parties in separate counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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EXECUTED AND DELIVERED as of the dates set forth in the notary certifications below, but effective for all purposes as of the April 1, 2022, the "Effective Date".

**GRANTOR:** 

HOFFMAN RESOURCES, LLC

Name: ALAN HOFFMAN
Title: Managing Member

STATE OF KANSAS	)
	) ss.
COUNTY OF BARTON	)

ERIC SCHOENDALER
Notary Public - State of Kansas
My Appt. Expires 7-8-2023

BEFORE ME, on this \_/\_\_\_ day of May, 2022, the undersigned Notary Public, on this day personally appeared Alan Hoffman, who, being by me duly sworn, did say that he is the Managing Member of Hoffman Resources, LLC a Kansas limited liability\_company, and that said instrument was signed on behalf of said company.

Notary Public, State of Kanyas

Printed Name: Frie Johnson

My Commission Expires: 7-8-2023

**GRANTEE:** 

PATTERSON ENERGY, LLC

Name: ZACH PATTERSON

Title: President

STATE OF KANSAS	)
	) ss.
COUNTY OF ELLIS	)

BEFORE ME, on this ZoT day of May, 2022, the undersigned Notary Public, on this day personally appeared Zach Patterson, who, being by me duly sworn, did say that he is the President of Patterson Energy, LLC a Kansas limited liability company, and that said instrument was signed on behalf of said company.

RENEE L. MORITZ

NOTARY PUBLIC

STATE OF KANSAS

My Appt. Exp. (1-13-23)

Notary Public, State of \_

Printed Name:

renee

My Commission Expires: 11-13-23

# Exhibit "A" Leases

15 194 ROOKS	LEASE NO.	LESSOR	LESSEE	LEASE DATE	TRACT NO.	SECTION	TOWNSHIP	RANGE	LEGAL DESCRIPTION	BOOK	PAGE	COUNTY	STATE
SINGLE MAN SINGLE MAN  W.E. ANDRESON US/1940 1 23 98 19W NE 15 194 ROOKS	COTONET	THE LAMP COMMISSION AND ADDRESS OF						1					
	102016	SINGLE MAN		1/5/1940	ᆏ.	23	88	19W	NE NE	15	194	ROOKS	XS