

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: _____

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 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: _____ + _____

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 (see Chapter 55 of the Kansas Statutes Annotated), 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: _____

MEMORANDUM OF LLC
UNITED ENERGY PARTNERS, LLC
An Oklahoma Series Limited Liability Company

BE IT KNOWN BY ALL PERSONS that on the 30th day of October, 2013, Phroso Co., LLC, by its Manager, C. Jarrod Rogers, took action as operating manager and established an Oklahoma Series Limited Liability Company (LLC) known as the **UNITED ENERGY PARTNERS, LLC**, an Oklahoma Series Limited Liability Company, wherein the entity, Phroso Co., LLC and Culbreath Energy Management, LLC, being the current Members of **UNITED ENERGY PARTNERS, LLC**, approved and adopted the following resolutions:

RESOLVED: **CHARLES CULBREATH and C. JARROD ROGERS**, are hereby approved and appointed as Co-Managers of **UNITED ENERGY PARTNERS, LLC**.

Charles Culbreath and C. Jarrod Rogers, as Co-Managers of UNITED ENERGY PARTNERS, LLC, both joint, or separately individually in the absence of the other, are specifically vested with the following powers and authorities:

1. To retain, purchase, buy, sell, invest or reinvest in, exchange, manage, control, repair, improve and lease any and all LLC property that may come under its control. To establish and maintain bank and financial accounts of all types in one or more financial institutions. To transfer or convey assets into and out of the LLC. To borrow against and to mortgage LLC assets. To delegate to others all of his/her/its powers, duties and responsibilities granted or imposed by the LLC Agreement. To transact any and all powers, duties and responsibilities granted or imposed by the LLC Agreement or by law without the joinder or consent of any other person. Any Third Party relying on this Memorandum of LLC shall be held harmless and indemnified by the LLC for any actions taken by them at the instructions or request of the Manager(s).

2. No person dealing with the Manager(s) shall be obligated to see to the application of any money or property delivered to the Manager or to inquire into the Manager's authority with regard to the propriety of any transaction. The Manager(s) shall be fully liable for any improper or unauthorized act, and shall indemnify and hold harmless any person relying upon such Manager'(s) authority.

3. None of the powers of the Manager(s) stated herein are given by way of limitation, and each is supplementary to the powers granted elsewhere in the LLC Agreement, or otherwise by law. Furthermore, the Manager(s) shall have all the powers granted under Oklahoma law and the Oklahoma Limited Liability Company Act, as it now exists or may hereafter be amended.

4. The Manager(s) are expressly vested with the authority to act individually on behalf of the LLC in the absence of the other.

5. The Federal Taxpayer I.D. No. of the LLC is as follows: 47-1599342.

6. The LLC in organized with the Oklahoma Secretary of State under File No. 3512426502.

BE IT FURTHER KNOWN that anyone dealing with said Manager(s) shall have the right to assume that said Manager(s) are acting within the scope of its authority as Manager(s), and that it shall not be necessary for them to review the entire LLC Agreement.

MEMBER ACKNOWLEDGMENT

Members of UNITED ENERGY PARTNERS, LLC:

Phroso Co., LLC

C. Jarrod Rogers, Manager of Phroso Co., LLC

08/15/2014

Date

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 15th day of August, 2014, by C. Jarrod Rogers, Manager of Phroso Co., LLC, who upon their oath stated that they executed the foregoing instrument for the purposes and considerations therein expressed, and in the capacity therein stated.

[Seal]

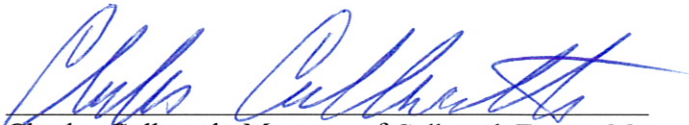


Notary Public

[ADDITIONAL MEMBER(S) ACKNOWLEDGMENT ON FOLLOWING PAGE]

MEMBER ACKNOWLEDGMENT

Culbreath Energy Management, LLC



Charles Culbreath, Manager of Culbreath Energy Management, LLC

08/15/2014

Date

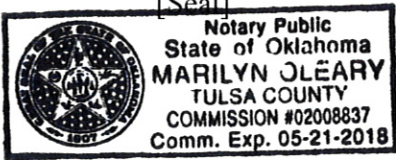
STATE OF OKLAHOMA)

) ss.

COUNTY OF TULSA)

This instrument was acknowledged before me on this 15th day of August, 2014, by Charles Culbreath, Manager of Culbreath Energy Management, LLC, who upon their oath stated that they executed the foregoing instrument for the purposes and considerations therein expressed, and in the capacity therein stated.

[Seal]



Notary Public

ASSIGNMENT OF OIL AND GAS LEASES
("Assignment")

STATE OF KANSAS)
)
 COUNTY OF RAWLINS) **KNOW ALL MEN BY THESE PRESENTS:**

Effective Date: 12:01 A.M. on April 1, 2022

That the undersigned, **UNITED ENERGY PARTNERS, LLC**, (hereinafter called "Assignor"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and full sufficiency of which are acknowledged, does hereby assign, transfer, set over and convey, subject to the reservations, limitations, and conditions contained herein, unto, **HARRISON GILLILAND, 211 Southwest 9th St., Plainville, KS 67663**, (hereinafter called "Assignee"), his successors and assigns, all of the Assignor’s right, title and interest, including but not limited to working interests, revenue interests, overriding royalty interests, and carried interest, in and to the Oil and Gas Leases set forth on Exhibit "A", including the described right, title and interest in and to the wells (the “Wells”), described on Exhibit "B", and other assets described in subparagraphs (a) through (f) below (collectively, the “Assets”).

(a) The oil and gas leases described on Exhibit "A", whether accurately described or included, attached hereto and made a part hereof (the “Leases”), together with all other right, title, and interest of Assignor, of whatever nature, in and to the lands covered by the Leases.

(b) The oil wells, gas wells, water wells, salt water disposal wells, injection wells, temporarily abandoned wells listed on Exhibit B (collectively, the “Wells”), together with all surface or subsurface machinery, equipment, platforms, facilities, supplies or other property of whatsoever kind or nature now or hereafter located on or under any of the Properties and which relate to or are useful for the production, treatment, storage or transportation of Hydrocarbons from the Wells, including, wellhead equipment, casing, tubing, rods, pumping units and engines, christmas trees, separators, compressors, dehydration units, heater-treaters, boilers, valves, gauges, meters, pumps, generators, motors, gun barrels, flow lines, tanks and tank batteries, water lines, gas lines, gas processing plants and other plants, gathering lines, laterals and trunklines, gas systems (for gathering, treating and compression), chemicals, solutions, water systems (for treating, disposal and/or injection), power plants, poles, lines, transformers, starters, controllers, machine shops, tools, storage yards and equipment stored therein, buildings and camps, telegraph, telephone and other communication systems, loading docks, loading racks and shipping facilities, equipment and facilities, and any and all additions, accessions to, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (all such machinery, equipment, platforms, facilities, supplies and other property, excluding, however, the Wells, being collectively called the “Personal Property”).

(c) Any and all surface leases; rights-of-way and easements; operating agreements; Hydrocarbon purchase, sales, exchange, processing, gathering, storage, treatment, compression, transportation and balancing agreements; salt water injection and disposal agreements; unitization, communitization or pooling agreements; permits; licenses; servitudes; and all other similar contracts and agreements and any amendments thereto directly relating to the Properties (collectively, the “ Contracts”).

(d) All valid Hydrocarbon unitization and pooling agreements and/or orders in effect with respect to the Properties, including, without limitation, all units formed under orders, rules, regulations or other official acts of any governmental body having jurisdiction, voluntary unitization agreements, designations and/or declarations, and so-called “working interest units” created under operating agreements or otherwise relating to the Properties.

TO HAVE AND TO HOLD the Assets unto Assignee, its successors and assigns, subject to the terms and provisions hereof, forever. Assignor is delivering title to the Wells and Properties

without warranty of any kind, except for the representations and warranties set forth in the Agreement (defined below), which are hereby incorporated into the body of this Assignment by this reference.

This Assignment and Bill of Sale ("*Assignment*") is made subject to the following terms, provisions, covenants and conditions:


1. All the terms of the Leases and Contracts, all instruments recorded in the county office as of the Effective Date of this Assignment that affect the Assets.
2. All terms, conditions and indemnities under that certain unrecorded Purchase and Sale Agreement dated July 26, 2022, between United Energy Partners, LLC and Harrison Gilliland ("*Agreement*").
3. This Assignment and all rights, reservations and covenants in connection therewith shall be considered covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed on the dates of the acknowledgments, below, but effective for all purposes as of April 1, 2022 ("Effective Date").

[Signatures and acknowledgments on following pages]

ASSIGNOR: UNITED ENERGY PARTNERS, LLC

BY:
NAME:
TITLE:


Charley Culbreath
Co-Manager of United Energy Partners, LLC

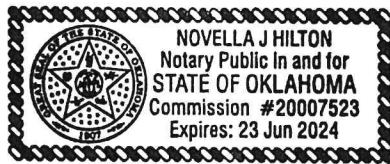
ACKNOWLEDGEMENT

STATE OF OKLAHOMA }
 } §
COUNTY OF TULSA }


Before me, the undersigned, a Notary Public, in and for said County and State, on this 26th day of July, 2022, personally appeared Charley Culbreath, known to me to be the identical person whose name is affixed to the above instrument as Manager of United Energy Partners, LLC, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

(SEAL)

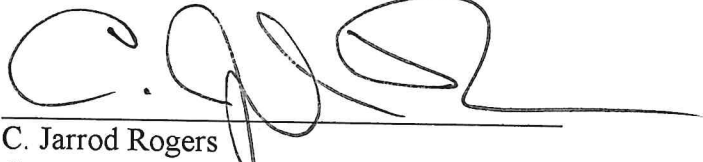


My Commission Expires: 6-23-24


Notary Public

[Additional Signatures and acknowledgments on following pages]

ASSIGNOR: UNITED ENERGY PARTNERS, LLC

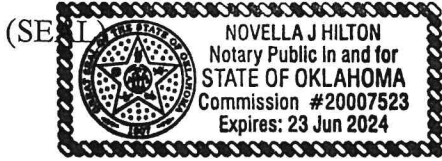
BY: 
 NAME: C. Jarrod Rogers
 TITLE: Co-Manager of United Energy Partners, LLC

ACKNOWLEDGEMENT


STATE OF OKLAHOMA }
 } §
 COUNTY OF OKLAHOMA }

Before me, the undersigned, a Notary Public, in and for said County and State, on this 26th day of July, 2022, personally appeared C. Jarrod Rogers, known to me to be the identical person whose name is affixed to the above instrument as Manager of United Energy Partners, LLC, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.



My Commission Expires: 6-23-24


 Notary Public

[EXHIBITS ON FOLLOWING PAGE(S)]

**EXHIBIT A
LEASES
State of Kansas**

| HBP well | Lessor | Original Lessee | County | Township | Range | Section | Legal | Gross Acres | Net Min Acres | Book | Page | Contract Date |
|----------------------------|---|-------------------------------|---------|----------|-------|---------|---|-------------|---------------|-------|------|---------------|
| Dewey Trust #1-7A1 & #2-7A | Otis P. Dewey & Ellen Dewey, and their successors, as trustees of the Otis P. Dewey Trust No.1; Ellen Dewey & Otis P. Dewey, and their successors, as trustees of the Ellen Dewey Trust No. 1 | Culbreath Oil & Gas Co., Inc. | Rawlins | 05S | 35W | 07 | the Northeast Quarter (NE/4); and the East Half of the Northwest Quarter (E/2 NW/4) | 240 | 240.00 | X-99 | 392 | 6/26/2014 |
| Dewey Trust #2-3 | Tom Dewey & Ellen Dewey, and their successors, as trustees of the Otis P. Dewey Trust No.1; Ellen Dewey & Tom Dewey, and their successors, as trustees of the Ellen Dewey Trust No. 1 | United Energy Partners, LLC | Rawlins | 05S | 35W | 03 | the South Half (S/2); containing 320 acres more or less | 320 | 320.00 | x105 | 625 | 6/23/2016 |
| Minney #1-1 | Frank Chvatal Jr. aka Frank A. Chvatal / FTC Real Estate and Investments, LP | Culbreath Oil & Gas Co., Inc. | Rawlins | 05S | 35W | 06 | the Northwest Quarter of the Southeast Quarter (NW/4 SE/4); the South Half of the Northwest Quarter (S/2 NW/4); the North Half of the Southwest Quarter (N/2 SW/4); the Southwest Quarter of the Southwest Quarter (SW/4 SW/4); containing 240 acres more or less | 240 | 240.00 | X-102 | 31 | 11/30/2014 |
| Minney #1-1 | Frank Chvatal Jr. aka Frank A. Chvatal / FTC Real Estate and Investments, LP | Culbreath Oil & Gas Co., Inc. | Rawlins | 05S | 35W | 07 | the West Half of the Northwest Quarter (W/2 NW/4); containing 80 acres more or less | 80 | 80.00 | X-102 | 31 | 11/30/2014 |
| Minney #1-1 | Frank Chvatal Jr. aka Frank A. Chvatal / FTC Real Estate and Investments, LP | Culbreath Oil & Gas Co., Inc. | Rawlins | 05S | 36W | 11 | the Northeast Quarter (NE/4); and the East Half of the Northwest Quarter (E/2 NW/4); containing 240 acres more or less | 240 | 240.00 | X-102 | 31 | 11/30/2014 |
| Minney #1-1 | Frank Chvatal Jr. aka Frank A. Chvatal / FTC Real Estate and Investments, LP | Culbreath Oil & Gas Co., Inc. | Rawlins | 05S | 36W | 01 | the South Half of the North Half (S/2 N/2); the North Half of the South Half (N/2 S/2); the South Half of the Southwest Quarter (S/2 SW/4); the Southeast Quarter of the Southeast Quarter (SE/4 SE/4); containing 440 acres more or less | 440 | 440.00 | X-102 | 31 | 11/30/2014 |
| Minney #1-1 | Frank Chvatal Jr. aka Frank A. Chvatal / FTC Real Estate and Investments, LP | Culbreath Oil & Gas Co., Inc. | Rawlins | 05S | 36W | 02 | the Southeast Quarter (SE/4); and the South Half of the Northeast Quarter (S/2 NE/4); and the East Half of the Southwest Quarter (E/2 SW/4) and the Southeast Quarter of the Northwest Quarter (SE/4 NW/4); containing 360 acres more or less | 360 | 360.00 | X-102 | 31 | 11/30/2014 |
| Minney #1-12 | Frank Chvatal Jr. aka Frank A. Chvatal / FTC Real Estate and Investments, LP | Culbreath Oil & Gas Co., Inc. | Rawlins | 05S | 36W | 12 | All of Section; containing 640 acres more or less | 640 | 640.00 | X-102 | 31 | 11/30/2014 |
| Otis P Dewey Trust #1-4 | Otis P. Dewey & Ellen Dewey, and their successors, as trustees of the Otis P. Dewey Trust No.1; Ellen Dewey & Otis P. Dewey, and their successors, as trustees of the Ellen Dewey Trust No. 1 | Culbreath Oil & Gas Co., Inc. | Rawlins | 05S | 35W | 04 | the North Half (N/2); containing 320 acres more or less | 320 | 320.00 | X-99 | 392 | 6/26/2014 |
| Otis P Dewey Trust #1-4 | Otis P. Dewey & Ellen Dewey, and their successors, as trustees of the Otis P. Dewey Trust No.1; Ellen Dewey & Otis P. Dewey, and their successors, as trustees of the Ellen Dewey Trust No. 1 | Culbreath Oil & Gas Co., Inc. | Rawlins | 05S | 35W | 04 | the South Half (S/2); containing 320 acres more or less | 320 | 320.00 | X-99 | 392 | 6/26/2014 |

EXHIBIT "B"
WELLS

| API | COG Well Number | Well Name | Well Number | Tank Battery | State | County | TwN | Rng | Section | SHL Spot | Working Interest Conveyed | Revenue Interest Conveyed | Status | First TA Filed | Date TA Designation Expires |
|------------|-----------------|--------------------|-------------|--------------------|-------|---------|-----|-----|---------|----------|---------------------------|---------------------------|-----------|----------------|-----------------------------|
| 1515321113 | 302610 | DEWEY TRUST | 1-7-A1 | Dewey Trust 1-7A1 | KS | RAWLINS | 5S | 35W | 7 | SW SW NE | 0.9 | 0.77600 | Producing | | |
| 1515321187 | 303120 | DEWEY TRUST | 2-3 | Otis P Dewey Trust | KS | RAWLINS | 5S | 35W | 3 | SW NE SW | 0.9 | 0.77600 | Producing | | |
| 1515321143 | 302770 | DEWEY TRUST | 2-7-A | Dewey Trust 1-7A1 | KS | RAWLINS | 5S | 35W | 7 | SE SE NW | 0.9 | 0.77600 | Producing | | |
| 1515321126 | 302730 | MINNEY | 1-1 | Minney | KS | RAWLINS | 5S | 36W | 1 | SW SW NE | 0.9 | 0.74475 | Producing | | |
| 1515321130 | 302740 | MINNEY | 1-12 | Minney | KS | RAWLINS | 5S | 36W | 12 | SE NE SE | 0.9 | 0.74475 | Producing | | |
| 1515321153 | 302780 | OTIS P DEWEY TRUST | 1-4 | Otis P Dewey Trust | KS | RAWLINS | 5S | 35W | 4 | NE SE SE | 0.9 | 0.77600 | Producing | | |