

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

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**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: _____

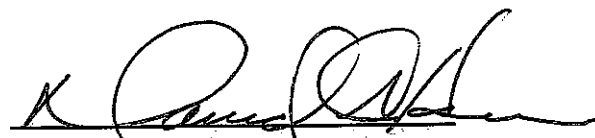
BILL OF SALE

Hall Oil & Gas, LLC., agrees to pay Hesse Petroleum Company, LLC., Ten (\$10.00) and OVC, for the leases described below located in Reno County, Kansas.

B B MILLER LEASE	W/2 SW/4	20-23S-10W	RENO COUNTY KS.
BOWEN LEASE	N/2 NW/4	29-23S-10W	RENO COUNTY KS.
K W YUST LEASE	N/2 SE/4	20-23S-10W	RENO COUNTY KS.
NUNEMAKER LEASE	NE/4	30-23S-10W	RENO COUNTY KS.
OPAL LEASE	SE/4	30-23S-10W	RENO COUNTY KS.

It is understood by and between Buyer and Seller that the interests sold are subject to and burdened with their proportionate shares of overriding royalty interests of record in Reno County, Kansas.

The effective date of this sale is June 6, 2022


Hesse Petroleum Company, LLC

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement is entered into by and between Paul W. Hesse, Trustee of the Paul W. Hesse Revocable Trust dated May 14, 2007; David C. Hesse, Trustee of the David C. Hesse Trust dated May 27, 1981; Philip E. Hesse, Trustee of the Philip E. Hesse Trust dated August 11, 1983 and Steve Stribling, hereinafter referred to as Sellers and Hall Oil and Gas, LLC, hereinafter referred to as Purchaser.

ARTICLE 1 PURCHASE AND SALE

PURCHASE AND SALE. Subject to the terms and conditions of this agreement Sellers agree to sell and convey to Purchasers 100% of the working interest in and under the oil and gas leaseholds more particularly described on Exhibit A attached hereto. In addition thereto the Sellers agree to sell to Purchaser the following:

- a) All wells currently located on the leases described on Exhibit A.
- b) All tangible personal property, pumping units, engines, vessels, tubing, rods, pumps, meter runs, gas compressor plants, pipelines and gathering systems, equipment, fixtures and improvements which are incident or attributable to the leaseholds with their production, treatment, sale or disposal of hydrocarbons or water produced therefrom or attributable thereto.
- c) All agreements; right-of-ways, pipelines, easements, licenses, permits, contracts and other instruments owned by Sellers which are incident or attributable to the leaseholds described on Exhibit A.
- d) All well files, information or data related to the leaseholds described on Exhibit A, including well logs, production records, well completion reports, drill stem test, seismic data, regulatory reports and all related materials to said leaseholds.
- e) All of the equipment signed and transferred by Sellers to Purchaser shall be in its "as is where is" condition.

ARTICLE 2 PURCHASE PRICE

Purchase Price. Sellers are transferring all of the interest shown under Article 1 to Purchaser, for no monetary consideration. However, the consideration for this Purchase and Sale Agreement is Purchaser assuming all plugging responsibility and assuming on the leaseholds described on Exhibit A, operations of the wells as of the date of closing. Sellers agree to complete any T-1, Change of Operator forms to be submitted to the Kansas Corporation Commission.

**ARTICLE 3
REPRESENTATIONS AND WARRANTIES**

3.1 Representations and Warranties of Sellers. Sellers represent and warrant to Purchaser the following:

- a) Sellers have the requisite power and authority to enter into this Purchase and Sale Agreement and perform its obligations under this agreement.
- b) There are no outstanding authorizations for expenditure and Sellers have paid all taxes including property taxes, production taxes, severance, excise and similar taxes and assessments based upon the ownership of the leaseholds described on Exhibit A.
- c) Sellers warrant that there are no lawsuits or other proceedings pending regarding the oil and gas leaseholds described on Exhibit A.
- d) Sellers have not caused or allowed any mortgage lien(s) or other encumbrance to be placed upon or against the interests being conveyed to Purchaser.

3.2 Representations and Warranties of Purchasers. Purchaser represents and warrants to Seller the following:

- a) Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of state of Kansas.
- b) Purchaser has all the requisite power and authority to enter into this agreement and assume the interest described herein.

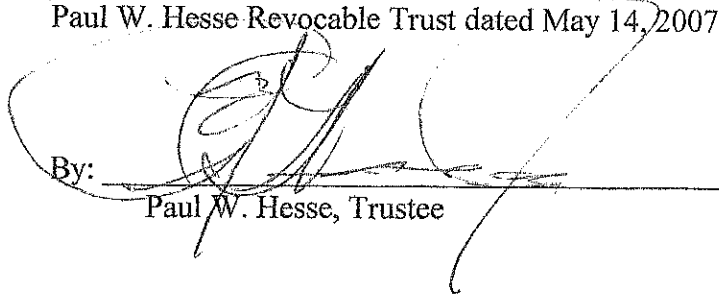
**ARTICLE 4
CLOSING**

Closing. Closing shall take place on or before the 1ST day of SEPTEMBER 2022. Said closing can be accomplished by mail or in person subject to agreement by the parties. At closing, Sellers shall deliver to Purchaser a fully executed Purchase and Sale agreement and the assignments by Sellers to Purchaser of the oil and gas leaseholds described on Exhibit A attached hereto together with a Bill of Sale conveying the remaining articles as set forth under Article 1 above. In addition thereto, Sellers will sell or shall deliver at closing a T-1 form (change of operator form) which shall be filed by Sellers and/or Purchaser with the Kansas Corporation Commission.

EXECUTED on 15TH day of AUGUST, 2022, but made effective as of the Effective Time.

SELLERS:


Paul W. Hesse Revocable Trust dated May 14, 2007

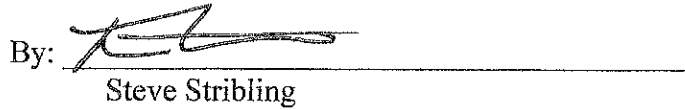
By: 
Paul W. Hesse, Trustee

David C. Hesse Trust dated May 27, 1981

By: 
David C. Hesse, Trustee

Philip E. Hesse Trust of August 11, 1983

By: 
Philip E. Hesse, Trustee

By: 
Steve Stribling

PURCHASER:

Hall Oil & Gas, LLC

By: 
Douglas W. Hall, Manager

EXHIBIT A

BB Miller Lease – 100% Working Interest and 80% Net Revenue Interest

Date: March 12, 1999
Lessors: Walter E. Miller and Betty Jean Miller, husband and wife
Lessee: Hesse Petroleum Company, LLC
Legal
Description: The West Half of the Southwest Quarter (W/2 SW/4) of Section 20, Township 23 South, Range 10 West of the 6th P.M., Reno County, Kansas
Recording
Data: Book 329 at page 37

Bowen Lease – 100% Working Interest and 80% Net Revenue Interest

(1)
Date: March 12, 1999
Lessors: Kristy Ketchum and Terry Ketchum, her husband
Lessee: Hesse Petroleum Company, LLC
Legal
Description: The North Half of the Northwest Quarter (N/2 NW/4) of Section 29, Township 23 South, Range 10 West of the 6th P.M., Reno County, Kansas
Recording
Data: Book 330 at page 369

(2)
Date: March 12, 1999
Lessor: Marjorie Lee Bowen, a single person
Lessee: Hesse Petroleum Company, LLC
Legal
Description: The North Half of the Northwest Quarter (N/2 NW/4) of Section 29, Township 23 South, Range 10 West of the 6th P.M., Reno County, Kansas
Recording
Data: Book 330 at page 373

(3)
Date: March 12, 1999
Lessors: Portia Isley and John Isley, her husband
Lessee: Hesse Petroleum Company, LLC
Legal
Description: The North Half of the Northwest Quarter (N/2 NW/4) of Section 29, Township 23 South, Range 10 West of the 6th P.M., Reno County, Kansas
Recording
Data: Book 330 at page 422

(4)

Date: March 12, 1999
Lessor: Monte W. Bowe, a single person
Lessee: Hesse Petroleum Company, LLC
Legal
Description: The North Half of the Northwest Quarter (N/2 NW/4) of Section 29, Township 23 South, Range 10 West of the 6th P.M., Reno County, Kansas
Recording
Data: Book 330 at page 370

(5)

Date: March 12, 1999
Lessors: Justin Bowen and Karen Bowen, husband and wife
Lessee: Hesse Petroleum Company, LLC
Legal
Description: The North Half of the Northwest Quarter (N/2 NW/4) of Section 29, Township 23 South, Range 10 West of the 6th P.M., Reno County, Kansas
Recording
Data: Book 330 at page 371

(6)

Date: March 12, 1999
Lessors: Stoney Bowen and Cindy Bowen, husband and wife
Lessee: Hesse Petroleum Company, LLC
Legal
Description: The North Half of the Northwest Quarter (N/2 NW/4) of Section 29, Township 23 South, Range 10 West of the 6th P.M., Reno County, Kansas
Recording
Data: Book 330 at page 372

*Together with any rights to a saltwater disposal well located on the above referenced lease.

Nunemaker Lease – 100% Working Interest and 80% Net Revenue Interest

Date: March 2, 1999
Lessors: Marion E. Nunemaker and Dorothy E. Nunemaker, husband and wife
Lessee: Hesse Petroleum Company, LLC
Legal
Description: The Northeast Quarter (NE/4) of Section 30, Township 23 South, Range 10 West of the 6th P.M., Reno County, Kansas except the northeast 10 acres thereof
Recording
Data: Book 331 at page 360

*includes a 10 acre lease on this quarter section with Bill and Toni Alghrim

KW Yust Lease – 100% Working Interest and 80% Net Revenue Interest

Date: February 16, 1999
Lessors: Wallace O. Yust and Kathryn M. Yust, husband and wife
Lessee: John Cecil, Jr.
Legal
Description: The North Half of the Southeast Quarter (N/2 SE/4) of Section 20, Township 23 South, Range 10 West of the 6th P.M., Reno County, Kansas
Recording
Data: Book 332 at page 224

Opal Lease – 100% Working Interest and 82.5% Net Revenue Interest

Date: January 23, 2008
Lessor: Marlene H. Smith, a single person
Lessee: Hesse Petroleum Company, LLC
Legal
Description: The Southeast Quarter (SE/4) of Section 30, Township 23 South, Range 10 West of the 6th P.M., Reno County, Kansas
Recording
Data: Book 427 at page 141

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

For the sum of One Dollar (\$1.00) and other valuable consideration the receipt of which is hereby acknowledged, **Paul W. Hesse, Trustee of the Paul W. Hesse Revocable Trust dated May 14, 2007; David C. Hesse, Trustee of the David C. Hesse Trust dated May 27, 1981; Philip E. Hesse, Trustee of the Philip E. Hesse Trust dated August 11, 1983 and Steve Stribling**, the undersigned, herein referred to as "Sellers", hereby sell and deliver to **Hall Oil and Gas, LLC**, of all tangible personal property (tanks, pumping units, vessels, engines, gas compressor plants, pipelines, meter runs, tubing, rods, pumps, gathering systems, equipment, fixtures and improvements) which are incident or attributable to the oil and gas leaseholds more particularly described on Exhibit A. All of the equipment signed and transferred by Sellers to Purchaser shall be in its 'as is where is' condition. In the event Sellers own any right-of-ways, pipelines or easements of record Sellers will execute a separate assignment of said documents to be recorded with the Register of Deeds Office of Reno County, Kansas.

IN WITNESS WHEREOF, Sellers have executed this Bill of Sale on the 15th day of August, 2022.

SELLERS

Paul W. Hesse Revocable Trust dated May 14, 2007

By:


Paul W. Hesse, Trustee

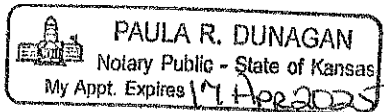
STATE OF KANSAS)

) ss:

COUNTY OF SEDGWICK)

Be it remembered that on this 15th day of August, 2022, before me, the undersigned, a Notary Public, duly commissioned, in and for the County and State aforesaid, came Paul W. Hesse, Trustee of the Paul W. Hesse Revocable Trust dated May 14, 2007, personally known to be the same person who executed the foregoing instrument of writing for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.





Notary Public

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Data: Book 329 at page 37

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Lessee: Hesse Petroleum Company, LLC
Legal
Description: The North Half of the Northwest Quarter (N/2 NW/4) of Section 29, Township 23 South, Range 10 West of the 6th P.M., Reno County, Kansas
Recording
Data: Book 330 at page 369

(2)
Date: March 12, 1999
Lessor: Marjorie Lee Bowen, a single person
Lessee: Hesse Petroleum Company, LLC
Legal
Description: The North Half of the Northwest Quarter (N/2 NW/4) of Section 29, Township 23 South, Range 10 West of the 6th P.M., Reno County, Kansas
Recording
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(3)
Date: March 12, 1999
Lessors: Portia Isley and John Isley, her husband
Lessee: Hesse Petroleum Company, LLC
Legal
Description: The North Half of the Northwest Quarter (N/2 NW/4) of Section 29, Township 23 South, Range 10 West of the 6th P.M., Reno County, Kansas
Recording
Data: Book 330 at page 422

(4)
Date: March 12, 1999
Lessor: Monte W. Bowe, a single person
Lessee: Hesse Petroleum Company, LLC
Legal
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(5)

Date: March 12, 1999
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Recording
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Date: March 12, 1999
Lessors: Stoney Bowen and Cindy Bowen, husband and wife
Lessee: Hesse Petroleum Company, LLC
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Description: The North Half of the Northwest Quarter (N/2 NW/4) of Section 29, Township 23 South, Range 10 West of the 6th P.M., Reno County, Kansas
Recording
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*Together with any rights to a saltwater disposal well located on the above referenced lease.

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Date: March 2, 1999
Lessors: Marion E. Nunemaker and Dorothy E. Nunemaker, husband and wife
Lessee: Hesse Petroleum Company, LLC
Legal
Description: The Northeast Quarter (NE/4) of Section 30, Township 23 South, Range 10 West of the 6th P.M., Reno County, Kansas except the northeast 10 acres thereof
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Data: Book 331 at page 360

*includes a 10 acre lease on this quarter section with Bill and Toni Alghrim

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Date: February 16, 1999
Lessors: Wallace O. Yust and Kathryn M. Yust, husband and wife
Lessee: John Cecil, Jr.
Legal
Description: The North Half of the Southeast Quarter (N/2 SE/4) of Section 20, Township 23 South, Range 10 West of the 6th P.M., Reno County, Kansas
Recording
Data: Book 332 at page 224

Opal Lease – 100% Working Interest and 82.5% Net Revenue Interest

Date: January 23, 2008
Lessor: Marlene H. Smith, a single person
Lessee: Hesse Petroleum Company, LLC
Legal
Description: The Southeast Quarter (SE/4) of Section 30, Township 23 South, Range 10 West of the 6th P.M., Reno County, Kansas
Recording
Data: Book 427 at page 141