

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1

March 2010

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 1 **
- ☐ Gas Gathering System: _____
- ☒ Saltwater Disposal Well - Permit No.: D-27.745
- Spot Location: 3640 feet from ☐ N / ☒ S Line
- 616 feet from ☒ E / ☐ W Line
- ☒ Enhanced Recovery Project Permit No.: _____
- Entire Project: ☐ Yes ☐ No
- Number of Injection Wells 1 **

Field Name: _____

**** Side Two Must Be Completed.**Effective Date of Transfer: 1/1/2006KS Dept of Revenue Lease No.: 232488Lease Name: HOFFMAN_____-_____- NE Sec. 4 Twp. 33S R. 14 ☒ E ☐ W

Legal Description of Lease: _____

NE/4County: MONTGOMERYProduction Zone(s): CATTLEMENS / BARTLESVILLEInjection Zone(s): ARBUCKLESurface Pit Permit No.: _____
(API No. if Drill Pit, WO or Haul)_____ feet from ☐ N / ☐ S Line of Section_____ feet from ☐ E / ☐ W Line of SectionType of Pit: ☐ Emergency ☐ Burn ☐ Settling ☐ Haul-Off ☐ Workover OR ☐ DrillingPast Operator's License No. 31234 OContact Person: JOHN DAVIS (DECEASED)Past Operator's Name & Address: FIDELITY ENERGY
SULLIVAN, MO 63080

Phone: _____

Date: _____

Title: OWNER See Attachments
(Approved by legal)

Signature: _____

New Operator's License No. 31234Contact Person: SHELLEY WISENew Operator's Name & Address: FIDELITY ENERGY
4439 W 12TH STREET
HOUSTON, TX 77055Phone: 620-725-3727Oil / Gas Purchaser: COFFEYVILLE RESOURCESDate: 5/24/2013Title: OWNERSignature: Shelley D Wise operations mgr

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.

Fidelity Energy Inc is acknowledged as
the new operator and may continue to inject fluids as authorized by
Permit No.: D-27.745 Recommended action: Violation
MIT OVERDUE 4-25-05 #
Date: 6-26-13 Cheryl J. Boyer
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 6/25/13PRODUCTION 7.5.13 UIC 6-26-13

Mail to: Past Operator _____

New Operator _____ District (3) 6-26-13

Mail to: KCC - Conservation Division, 130 S. Market - Room 2078, Wichita, Kansas 67202

JUN 03 2013

* Please schedule MIT WITH District #3 Office

RECEIVED

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

**CERTIFICATION OF COMPLIANCE WITH THE
KANSAS SURFACE OWNER NOTIFICATION ACT**

Form KSONA-1
July 2010
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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 # 31234
Name: FIDELITY ENERGY
Address 1: 4439 W. 12TH STREET
Address 2: _____
City: HOUSTON State: TX Zip: 77055 + _____
Contact Person: SHELLEY WISE
Phone: (620) 725-3727 Fax: (620) 725-3323
Email Address: _____

Well Location:
_____-_____-_____- Sec. 4 Twp. 33 S. R. 14 ☒ East ☐ West
County: MONTGOMERY
Lease Name: HOFFMAN Well #: _____

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:

#1 NWNWSENE #4 NWSENE

Surface Owner Information:

Name: RANDY HOFFMAN
Address 1: P.O.BOX 166
Address 2: _____
City: INDEPENDENCE State: KS Zip: 67301 + 8892

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 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: 5-24-13 Signature of Operator or Agent: Shelley D Wise Title: operations MGR

KCC WICHITA

JUN 03 2013

RECEIVED

FIDELITY ENERGY, INC.

May 23, 2013

Kansas Corporation Commission
Conservation Division
Finney State Office Building
130 S. Market, Room 2078
Wichita, KS 67202-3802

Gentlemen:

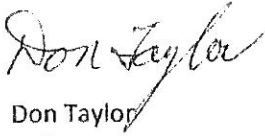
This letter is to provide some background on how Fidelity Energy, Inc., Houston, TX, acquired certain leases from Fidelity Energy, Inc., Sullivan MO.

On April 20, 2011, Fidelity Energy, Inc. in Sullivan, MO was acquired by Fidelity Acquisitions, LLC. Attached are excerpts from the Purchase Agreement that include the specific lease for which you are asking for documentation supporting the purchase.

On May 26, 2011, Fidelity Acquisitions, LLC and Fidelity Energy, Inc., the MO corporation, were merged into Fidelity Energy, Inc., as TX corporation, which was the only surviving company in the merger. Attached is a copy of the Certificate of Merger issued by the State of Texas.

Should you have any questions or need any additional information about these transactions, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Don Taylor".

Don Taylor
CFO

SHARE PURCHASE AGREEMENT

This SHARE PURCHASE AGREEMENT is made this 20th day of April, 2011, by and between Fidelity Communications Co., a Missouri corporation ("**SELLER**"), and Fidelity Acquisitions, LLC, a Texas limited liability company ("**BUYER**").

RECITALS

WHEREAS, **SELLER** is the owner and holder of 100 shares ("**Shares**"), par value \$1.00 per share, of the capital stock of Fidelity Energy, Inc., a Missouri corporation (the "**Corporation**"), such Shares constituting 100% of the issued and outstanding capital stock of the Corporation; and,

WHEREAS, pursuant to that certain Agreement dated March 4, 2011 by and between FlowTex, LLC and **SELLER** (the "**Option Agreement**"), **SELLER** granted an option to purchase the Shares, and FlowTex, LLC has, with Seller's consent, assigned the option to its affiliate, the **BUYER**, subject to the parties achieving a definitive and mutually acceptable Share Purchase Agreement; and,

WHEREAS, this Agreement is made as a definitive and mutually acceptable written agreement for the terms and conditions upon which the option may be exercised and the purchase of Shares consummated at Closing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and between the Parties as follows:

ARTICLE I Definitions

Capitalized terms used in this Agreement shall have the meanings defined either in this Article I or elsewhere in this Agreement.

"**Adjustment Amount**" shall mean the difference, positive or negative, between the value of the Current Assets and the Current Liabilities as of the Effective Time.

"**Adjustment Amount Notice**" shall have the meaning set forth in Section 3.9.1.

"**Cash Purchase Price**" shall have the meaning set forth in Section 2.2.1.

"**Closing**" means the consummation of the transactions contemplated in this Agreement.

"**Closing Date**" shall be the date that Closing actually occurs.

"**Continuing Liabilities**" shall have the meaning specified in Section 3.5.

"**Corporation**" shall have the meaning set forth in the Recitals.

cannot provide **BUYER** because of third party restrictions on **SELLER** or the Corporation or the Subsidiaries. All information and data shall be furnished as a matter of convenience only to **BUYER** and **BUYER'S** reliance on same shall be at **BUYER'S** sole risk.

2.7 BUYER'S Actions at Closing. At Closing, **BUYER** shall pay the Cash Purchase Price and shall appoint successor officers, directors and managers for the Corporation and Subsidiaries (subject, however, to any procedural requirements applicable to the management of EnerGen, LLC).

2.8 Time of Essence. Time is expressly declared to be of essence under this Agreement.

2.9 Consummation of Option. The parties' execution of this Agreement and the Closing of this transaction is made in exercise and consummation of the Option.

2.10 Failure to Timely Close. **BUYER's** failure to timely close by payment of the Purchase Price on the Closing Date shall constitute the expiration of the Option and result in the automatic and absolute termination of this Agreement.

ARTICLE III Assets and Liabilities

3.1 Included Assets. Subject to the terms and conditions of this Agreement, and without warranty of title, express or implied, as of the Effective Time the assets of the Corporation shall consist of all of the Corporation's right, title and interest in the following (collectively, the "Included Assets"):

3.1.1 The Corporation's Real Estate (Fee Lands) described in Schedule 3.1.1.A attached hereto; the Corporation's Mineral Interests described in Schedule 3.1.1.B attached hereto; the Corporation's Oil & Gas Leases (Working Interests) described in Schedule 3.1.1.C attached hereto; the Corporation's Oil & Gas Leases (Non-Operated) described in Schedule 3.1.1.D attached hereto; and the Corporation's Rolling Stock and Equipment, the major items of which are described in Schedule 3.1.1.E attached hereto;

3.1.2 100% of the Membership Equity of Denman Production, LLC, a Kansas limited liability company, the sole asset of which is 5,000 shares, par value \$100 per share of John M. Denman Oil Co., Inc., a Kansas corporation ("**JMDOC**"), representing 100% of the issued and outstanding capital stock of JMDOC, with respect to which the Included Assets are: JMDOC's Real Estate (Fee Lands) as described in Schedule 3.1.2.A attached hereto; JMDOC's Oil & Gas Leases, as described in Schedule 3.1.2.B attached hereto; and JMDOC's Rolling Stock and Equipment, the major items of which are described in Schedule 3.1.2.C attached hereto;

3.1.3 100% of the Membership Equity of Denman Land & Cattle Company, LLC, a Kansas limited liability company ("**DL&CC**"), with respect to which the Included Assets are DL&CC's Real Estate (Fee Lands) as described in Schedule 3.1.3 attached hereto;

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

"SELLER"

Fidelity Communications Co.

By: _____

Name: John E. Colbert

Title: President

"BUYER"

Fidelity Acquisitions, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

"SELLER"

Fidelity Communications Co.

By: _____

Name: John E. Colbert

Title: President

"BUYER"

Fidelity Acquisitions, LLC

By: _____

Name: James B. Humphrey, Jr.

Title: Manager

11) Hoffman Lease

LESSOR: Randy C. Hoffman, Trustee of the Betty J. Hoffman Revocable Trust
LESSEE: Fidelity Energy, Inc.
DATE: December 29, 2008
RECORDED: Book 581, Page 377
PROPERTY: Lot 2, the South Half of the Northeast Quarter and the Northeast Quarter of the Southeast Quarter of Section 4, Township 33S, Range 14E, Montgomery County, Kansas

ACRES: 160
W.I. : 100%
N.R.I. : .875000
SPECIAL:

12) Janzen South Lease

LESSOR: Roger D. Janzen and Edna M. Janzen, husband and wife
LESSEE: Fidelity Energy, Inc.
DATE: June 15, 2005
RECORDED: Book 549, Page 581
PROPERTY: N/2 SW/4 and the NW/4 SE/4, Section 4; S/2 SE/4, Section 5, Township 33S, Range 14E, Montgomery County, Kansas

ACRES: 200
W.I. : 100%
N.R.I. : .875000
SPECIAL:

13) Janzen North Lease

LESSOR: Roger D. Janzen and Edna M. Janzen, husband and wife
LESSEE: Foster Oil & Gas
DATE: November 16, 1998
RECORDED: Book 477, Page 195
PROPERTY: NW/4, Section 4, Township 33S, Range 14E, Montgomery County, Kansas

ACRES: 160
W.I. : 100%
N.R.I. : .8203125
SPECIAL:

Form 622**(Revised 12/08)**

Return in duplicate to:

Secretary of State

P.O. Box 13697

Austin, TX 78711-3697

512.463-5555

FAX: 512.463-5709

Filing Fee: see instructions**Certificate of Merger
Combination Merger
Business Organizations Code**

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

MAY 26 2011

Corporations Section**Parties to the Merger**

Pursuant to chapter 10 of the Texas Business Organizations Code, and the title applicable to each domestic filing entity identified below, the undersigned parties submit this certificate of merger.

The name, organizational form, state of incorporation or organization, and file number, if any, issued by the secretary of state for each organization that is a party to the merger are as follows:

Party 1Fidelity Energy, Inc.*Name of Organization*The organization is a for-profit corporation*Specify organizational form (e.g., for-profit corporation)*

It is organized under the laws of

DE USA*State* *Country*

The file number, if any, is

Its principal place of business is 4439 W. 12th*Address*Houston*City*TX*State**Texas Secretary of State file number*☒ The organization will survive the merger. ☐ The organization will not survive the merger.☐ The plan of merger amends the name of the organization. The new name is set forth below.*Name as Amended***Party 2**Fidelity Energy, Inc.*Name of Organization*The organization is a for-profit corporation*Specify organizational form (e.g., for-profit corporation)*

It is organized under the laws of

MO USA*State* *Country*

The file number, if any, is

Its principal place of business is 4439 W. 12th*Address*Houston*City*TX*State**Texas Secretary of State file number*☐ The organization will survive the merger. ☒ The organization will not survive the merger.☐ The plan of merger amends the name of the organization. The new name is set forth below.*Name as Amended***Party 3**Fidelity Acquisitions, LLC*Name of Organization*The organization is a limited liability company*Specify organizational form (e.g., for-profit corporation)*

It is organized under the laws of

TX USA The file number, if any, is 801412851
State Country Texas Secretary of State file number
Its principal place of business is 4439 W. 12th Houston TX
Address City State

☐ The organization will survive the merger. ☒ The organization will not survive the merger.

☐ The plan of merger amends the name of the organization. The new name is set forth below.

Name as Amended

Plan of Merger

☐ The plan of merger is attached.

If the plan of merger is not attached, the following statements must be completed.

Alternative Statements

In lieu of providing the plan of merger, each domestic filing entity certifies that:

1. A signed plan of merger is on file at the principal place of business of each surviving, acquiring, or new domestic entity or non-code organization that is named in this form as a party to the merger or an organization created by the merger.

2. On written request, a copy of the plan of merger will be furnished without cost by each surviving, acquiring, or new domestic entity or non-code organization to any owner or member of any domestic entity that is a party to or created by the plan of merger and, if the certificate of merger identifies multiple surviving domestic entities or non-code organizations, to any creditor or obligee of the parties to the merger at the time of the merger if a liability or obligation is then outstanding.

Complete item 3B if the merger effected changes to the certificate of formation of a surviving filing entity.

3A. No amendments to the certificate of formation of any surviving filing entity that is a party to the merger are effected by the merger.

3B. ☐ The plan of merger effected changes or amendments to the certificate of formation of:

Name of filing entity effecting amendments

The changes or amendments to the filing entity's certificate of formation, other than the name change noted previously, are stated below.

Amendment Text Area

4. Organizations Created by Merger

The name, jurisdiction of organization, principal place of business address, and entity description of each entity or other organization to be created pursuant to the plan of merger are set forth below. The certificate of formation of each new domestic filing entity to be created is being filed with this certificate of merger.

| | | |
|-------------------------------------|--------------|--------------------------------|
| Name of New Organization 1 | Jurisdiction | Entity Type (See instructions) |
| Principal Place of Business Address | City | State Zip Code |
| Name of New Organization 2 | Jurisdiction | Entity Type (See instructions) |
| Principal Place of Business Address | City | State Zip Code |
| Name of New Organization 3 | Jurisdiction | Entity Type (See instructions) |
| Principal Place of Business Address | City | State Zip |

Approval of the Plan of Merger

The plan of merger has been approved as required by the laws of the jurisdiction of formation of each organization that is a party to the merger and by the governing documents of those organizations.

☐ The approval of the owners or members of _____
Name of domestic entity
 was not required by the provisions of the BOC.

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is accepted and filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect on the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____
- The following event or fact will cause the document to take effect in the manner described below:

Tax Certificate

- ☒ Attached hereto is a certificate from the comptroller of public accounts that all taxes under title 2, Tax Code, have been paid by the non-surviving filing entity.
- ☐ In lieu of providing the tax certificate, one or more of the surviving, acquiring or newly created organizations will be liable for the payment of the required franchise taxes.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are true and correct, and that the person signing is authorized under the provisions of the Business Organizations Code, or other law applicable to and governing the merging entity, to execute the filing instrument.

Date: May 9, 2011

Fidelity Energy, Inc. (Delaware)

Merging Entity Name

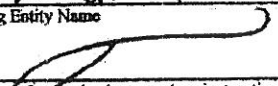

Signature of authorized person (see instructions)

James B. Humphrey, Jr., President

Printed or typed name of authorized person

Fidelity Energy, Inc. (Missouri)

Merging Entity Name

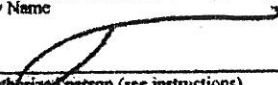

Signature of authorized person (see instructions)

James B. Humphrey, Jr., President

Printed or typed name of authorized person

Fidelity Acquisitions, LLC

Merging Entity Name


Signature of authorized person (see instructions)

James B. Humphrey, Jr., Manager

Printed or typed name of authorized person

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Hope Andrade
Secretary of State

Office of the Secretary of State



A handwritten signature in cursive script, reading "Hope Andrade".

Hope Andrade
Secretary of State

Phone: (512) 463-5555
Prepared by: Lisa Sartin

Come visit us on the internet at <http://www.sos.state.tx.us/>

Fax: (512) 463-5709
TID: 10343

Dial: 7-1-1 for Relay Services
Document: 369921000002