

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form T-1
July 2014

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.: _____
- 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: Cherokee Basin Coal Area

**** Side Two Must Be Completed.**

Effective Date of Transfer: 5/1/2018

KS Dept of Revenue Lease No.: 232606

Lease Name: Hucke Bryan D

N2 - NE - SW - NW Sec. 1 Twp. 32 R. 18 ☒ E ☐ W

Legal Description of Lease: W/2 NW/4

County: Labette

Production Zone(s): Cherokee Coals

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. 35341

Contact Person: Jim Allen

Past Operator's Name & Address: River Rock Operating, LLC

Phone: 405-606-7481

211 N. Robinson Ave, Suite 200, Oklahoma City, OK 73102

Date: 5/3/2018

Title: Vice President - Operations

Signature: _____

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New Operator's License No. 35575

Contact Person: Bryan Hucke

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New Operator's Name & Address: Bryan Hucke

Phone: 620-820-3370

859 21000 Rd., Parsons, KS 67357

Oil / Gas Purchaser: n/a

Date: 5-25-18

Title: Residential Owner

Signature: Bryan Hucke

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 6/28/18 - DLG PRODUCTION _____ UIC _____

Mail to: Past Operator _____ New Operator _____ District _____

KANSAS CORPORATION COMMISSION
OIL & GAS CONSERVATION DIVISION

Form KSONA-1

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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 # 35575
Name: Bryan Hucke
Address 1: 859 21000 Rd
Address 2: _____
City: Parsons State: KS Zip: 67357 + _____
Contact Person: Bryan Hucke
Phone: (620) 820-3370 Fax: (_____) _____
Email Address: _____

Well Location:
N2 NE SW NW Sec. 1 Twp. 32 S. R. 18 ☒ East ☐ West
County: Labette
Lease Name: Hucke Bryan D Well #: 1-2

If filing a Form T-1 for multiple wells on a lease, enter the legal description of the lease below:
W/2 NW/4

Surface Owner Information:

Name: Bryan Hucke
Address 1: 859 21000 Rd
Address 2: _____
City: Parsons State: KS Zip: 67357 + _____

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: 5-25-18 Signature of Operator or Agent: Bryan Hucke Title: owner

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WELLBORE ASSIGNMENT

This Wellbore Assignment is effective May 1, 2018, and is from, **River Rock Energy Company**, 211 N. Robinson, Suite 200, Oklahoma City, OK 73102 ("**Assignor**"), to **Bryan Hucke**, 859 21000 Rd., Parsons, KS 67357 ("**Assignee**").

On May 22, 2001, a certain Oil and Gas Lease ("**Lease**" described in Exhibit A attached hereto) was made and entered into by and between Bryan D. Hucke and Loretta L. Hucke, husband and wife, as Lessor, and Wheatley Oil Company, as Lessee, covering the following described property:

Township 31 South, Range 18 East, 6th P.M.
Section 36: SE/4

Township 32 South, Range 18 East, 6th P.M.
Section 1: NE/4, W/2 NW/4, SE/4 NW/4

Township 32 South, Range 19 East, 6th P.M.
Section 18: NW/4, less and except lands described in Book 282 at Page 310 and Book 275 at Page 149, recorded in the Register of Deeds office in Labette County, Kansas

which Lease was recorded in the Register of Deed's office in Labette County, Kansas in Book 28 of O&G, Page 46 on May 29, 2001.

Assignor is the successor in interest to Wheatley Oil Company and is the current Lessee under the Lease.

The undersigned, **River Rock Energy Company**, 211 N. Robinson, Suite 200, Oklahoma City, OK 73102 ("**Assignor**"), in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, assign, transfer and convey to **Bryan Hucke**, 859 21000 Rd., Parsons, KS 67357 ("**Assignee**") all of Assignor's right, title, and interest in and to the Lease, **limited to the wellbore specifically listed on Exhibit A.**

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever, subject to the terms and provisions contained in said oil and gas Lease, and further subject to the following terms and conditions:

1. This Assignment is made and accepted without representation or warranty of title, express or implied.
2. All of the terms, conditions and provisions hereof shall inure to and be binding upon the parties hereto, their respective heirs, executors, administrators, assigns and successors.
3. In the event that Assignor owns less than the entire undivided interest in the leasehold estate created by said Lease, then the interests hereby assigned shall be proportionately reduced.
4. This Assignment is made subject to the terms and conditions of the Lease described in Exhibit A attached hereto, together with any existing Operating Agreement, assignments of overriding royalty or excess royalty interests, or any other encumbrances and obligations presently of record burdening such Lease.
5. Assignor assigns and transfers all well operations, including plugging responsibility to Assignee and Assignee agrees to truly and fully perform all of the terms and conditions of the Lease to be performed under the Lease by Lessee.
6. This instrument constitutes the sole and only agreement between Assignor and Assignee respecting the Lease or the Assignment of the Lease by Assignor to Assignee, and correctly sets forth the obligations of Assignor and Assignee to each other as of its date. Any agreements or representations respecting the Lease or its assignment to Assignee not expressly set forth in this instrument are null and void.
7. Assignee shall indemnify, defend and hold harmless the Indemnified Parties (as hereinafter defined) from any and all liabilities, liens, demands, judgments, suits and claims of any kind or character arising out of, in connection with, or relating to any operation or activity conducted by Assignee or any operator of wells on the Lease, or their agents, contractors, employees, licensees or invitees, on or under the subject lands, including but not limited to claims for injury or death of any persons or damage, loss or destruction of any property, real or personal, or environmental damage, under any theory of tort, contract, strict liability or otherwise.
8. The foregoing indemnity and all other indemnities shall survive any termination of a Lease and shall inure to the benefit of Assignor and each of the Indemnified Parties.
9. As used herein, the term "Indemnified Parties" refers to Assignor and any and all partners, subsidiaries, parent corporations, employees, officers, directors, shareholders, agents, tenants, invitees and affiliates of Assignor, and the successors and assigns of Assignor to the ownership of the Subject Lands or any portion thereof.
10. Any assignment or lease by any party subsequent to the date hereof shall be made subject to this Assignment.
11. This Assignment is executed on the date of acknowledgment as indicated below, but is **effective for all purposes as of May 1, 2018.**

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ASSIGNOR:
RIVER ROCK ENERGY COMPANY

ASSIGNEE:

BY: Jay Jimerson
JAY JIMERSON, PRESIDENT

Bryan Hucke
BRYAN HUCKE

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

This instrument was acknowledged before me on this 8th day of May, 2018, by Jay Jimerson as President of River Rock Energy Company.

My Commission Expires:

5.23.2019



[Signature]

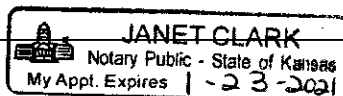
Notary Public # 07005042

ACKNOWLEDGEMENT

STATE OF Kansas)
COUNTY OF Labette)

On this 25th day of May, 2018, personally appeared Bryan Hucke, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires: 1-23-2021



Janet Clark
Name: Janet Clark

Notary Public # _____

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EXHIBIT A

Lease Description

1. Lessor: Bryan D. Hucke and Loretta L. Hucke, husband and wife
Lessee: Wheatley Oil Company
Date: May 22, 2001
Recorded: May 29, 2001 at Book 28 of O&G, Page 46
Legal Description: SE/4 of Section 18-31S-18E, NE/4, W/2 NW/4, SE/4 NW/4 of Section 1-32S-18E, NW/4, Less & Except lands described in Bk/Pg 282/310 and Bk/Pg 275/149, Section 18-32S-19E, Labette County, Kansas

Well Description

1. Hucke Bryan D 1-2 (see detailed description below)
API: 15-099-24642
SW NW Section 1-32S-18E, Labette Co., KS
 - a) Assignor excepts and reserves unto itself the gas meter(s) and meter run(s).
 - b) Assignor assigns to Assignee the water and gas flow lines from the subject well to the boundary of the leased premises, and Assignee will be responsible for the maintenance, and/or abandonment of such flow lines.

Return to:
River Rock Energy
211 N. Robinson, Ste. 200
Oklahoma City, OK 73102

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211 North Robinson
Suite 200
Oklahoma City, OK 73102



405.606.7481 (office)
405.606.7483 (fax)

June 20, 2018

KCC – Conservation Division
266 N. Main St., Ste. 220
Wichita, KS 67202-1513

RE: Form T-1 – Request for Operator Transfer

Dear Sir or Madam,

Please find enclosed a completed Form T-1 Request For Change of Operator. Also enclosed is a copy of the Assignment.

I apologize that we could not submit the T-1 online. The new Operator does not have online capabilities.

Should you have any questions or need anything further please do not hesitate to contact me.

Sincerely,

Jake Klingenberg
Land Manager

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