

# 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: \_\_\_\_\_

Title: \_\_\_\_\_

Oil / Gas Purchaser: \_\_\_\_\_

Date: \_\_\_\_\_

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 \_\_\_\_\_



## 1361304

\* Lease Name: \_\_\_\_\_ \* Location: \_\_\_\_\_

*A separate sheet may be attached if necessary*

\* 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.



## 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 (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: \_\_\_\_\_ Signature of Operator or Agent: \_\_\_\_\_ Title: \_\_\_\_\_

## ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale (the “**Assignment**”) is made and executed this 17<sup>th</sup> day of August, 2017, but is effective for all purposes as of the Effective Time (as hereinafter defined).

KNOW ALL MEN BY THESE PRESENTS, that for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, Dart Cherokee Basin Operating Company, LLC, a Delaware limited liability company, with offices at 600 Dart Rd., P.O. Box 177, Mason, Michigan 48854 and Gas Authority Supplies, LLC, a Georgia limited liability corporation, with offices at 104 Town Park Drive, Kennesaw, GA 30144 (hereinafter individually and collectively referred to as “**Assignor**”) do hereby grant, sell, assign, transfer, and convey unto RedBud Energy Partners, LLC, a Delaware limited liability company, with offices at 16000 Stuebner Airline Road, Suite 320, Spring, Texas 77379 (hereinafter referred to as “**Assignee**”), of all of each Assignor’s right, title and interest in and to the following:

(a) All right, title and interest of Assignor in and to the oil, gas and mineral leases described on Exhibit A-1 attached hereto and made a part hereof for all purposes (and any ratifications and/or amendments, corrections, renewals or extensions to such leases, whether or not such ratifications, amendments, corrections, renewals or extensions are described on such Exhibit A) insofar as the Leases cover (i) the lands specifically described in Exhibit A, (ii) any other lands described in the leases (the “**Leases**”) even though not described in Exhibit A, and (iii) the lands pooled or unitized with any of said lands or the Wells (collectively, the “**Lands**”);

(b) All oil and/or gas wells, water injection wells and other injection or disposal wells, temporarily abandoned and permanently plugged and abandoned wells, and all other wells of every nature and kind located on or attributable to the Leases, including all of the wells described on Exhibit B (the “**Wells**”);

(c) Without limitation of the foregoing but subject to Section 1.3 of the PSA, all other right, title and interest (of whatever kind or character, whether legal or equitable, and whether vested or contingent) of Assignor in and to the oil, gas and other hydrocarbons in and under or that may be produced from the Lands, described in any of the Leases (including interests in Leases, overriding royalties, production payments and net profits interests in such lands or such Leases, and fee mineral interests, fee royalty interests, and other interests, if any, insofar as they cover such lands), and from the Wells, even though Assignor’s aggregate interest therein may be incorrectly described in, or omitted from, Exhibit A or Exhibit B;

(d) All rights, titles and interests of Assignor in and to, or otherwise derived from, all presently existing and valid oil, gas, or mineral unitization, pooling, or communitization agreements, declarations, and/or orders and in and to the properties covered and the units created thereby (including all units formed under orders, rules, regulations, or other official acts of any federal, state, or other authority having jurisdiction, voluntary unitization agreements, designations and/or declarations) relating to the properties described in subparagraphs (a) and (b) above;

(e) All rights, titles, and interests of Assignor in and to the Material E&P Contracts (as defined in the PSA) including, without limitation, the Material E&P Contracts set forth in Section 4.7 of Assignor’s disclosure schedule which is attached to the PSA as Exhibit 4, and all other presently existing and valid production sales (and sales related) contracts, exploration agreements, operating agreements, and other agreements and contracts which relate to any of the properties described in subparagraphs (a), (b), (c) and (d) above, or which relate to the exploration, development,

LEASE NUMBER:	KS-000702-000179				
LESSOR:	SMALLWOOD, SHARON K				
LESSEE:	DART CHEROKEE BASIN OPERATING CO, LLC				
LEASE DATE:	8/28/2007				
RECORDING:	BOOK	PAGE #	ENTRY	STATE	COUNTY
	570	223	MEMORANDUM	KANSAS	MONTGOMERY
DESCRIPTION:	T34S R14E, SEC 36: BEG AT A POINT 20' N OF SE COR OF N/2 SE/4 OF SEC, TH W TO CENTERLINE OF SEC, TH S TO N LINE OF MISSOURI PACIFIC RR ROW, TH SE'LY ALG SAID ROW TO N LINE OF PINE STREET IN CITY OF TYRO, KANSAS, TH E TO A POINT 335' W OF E LINE OF SE/4 TH N 678', TH E 335' TO E LINE OF SE/4, TH N TO POB.				
LEASE NUMBER:	KS-000702-000182				
LESSOR:	REITZ, LARRY A & SHARON ETAL				
LESSEE:	DART CHEROKEE BASIN OPERATING CO, LLC				
LEASE DATE:	9/27/2007				
RECORDING:	BOOK	PAGE #	ENTRY	STATE	COUNTY
	572	85	MEMORANDUM	KANSAS	MONTGOMERY
DESCRIPTION:	T35S R14E, SEC 2: S/2 NW/4 SW/4; S/2 N/2 NW/4 SW/4; LOT 5, N/2 N/2 NW/4 SW/4 LESS & EXC A TRACT OF LAND IN LOT 5 MORE PARTICULARLY DESCRIBED AS: COMM AT NW COR OF LOT 5, TH ON AN ASSUMED BEARING OF N90°00'00" E ALG N LINE OF SAID LOT 5 A DISTANCE OF 810.33', TH S00°00'00" E A DISTANCE OF 68.14' TO S ROW LINE OF US HWY 166 FOR A POB, TH N89°53'56" E ALG SAID S ROW LINE A DISTANCE OF 444.83', TH S07°59'12" W A DISTANCE OF 402.65', TH S16°15'03" W A DISTANCE OF 90.07' TO FENCE CORNER, TH S89°57'06" W ALG SAID FENCE A DISTANCE OF 185.80', TH CONTINUING ALG SAID FENCE LINE N59°34'26" W A DISTANCE OF 164', TH CONTINUING ALG SAID FENCE LINE N71°40'56" W A DISTANCE OF 37.69', TH N00°06'04" A DISTANCE OF 389.69' TO POB. FURTHER DESCRIBED AS: PT OF SW/4 NW/4; PT OF NW/4 SW/4.				
LEASE NUMBER:	KS-000702-000184-ROW				
LESSOR:	GASTON, ALVIN & MARJORIE TRUST				
LESSEE:	DART CHEROKEE BASIN OPERATING CO, LLC				
LEASE DATE:	11/7/2007				
RECORDING:	BOOK	PAGE #	ENTRY	STATE	COUNTY
	572	277		KANSAS	MONTGOMERY
DESCRIPTION:	T34S R15E, SEC 34: SW/4 SW/4, EXC BEG 22 1/2 RODS N OF SE COR, TH N 18 RODS, TH W 10 RODS, TH S 18 RODS, TH E TO POB; E/2 SW/4				
LEASE NUMBER:	KS-000702-000189-ROW				
LESSOR:	WALLS, CLINTON A & LINDA S				
LESSEE:	DART CHEROKEE BASIN OPERATING CO, LLC				
LEASE DATE:	12/17/2007				
RECORDING:	BOOK	PAGE #	ENTRY	STATE	COUNTY
	573	200		KANSAS	MONTGOMERY
DESCRIPTION:	T34S R14E, SEC 36: N/2 SE/4, LESS & EXC THE S 20' THEREOF.				
LEASE NUMBER:	KS-000702-000190-ROW				
LESSOR:	BUCHANAN, JAMES A & DONNA JO				
LESSEE:	DART CHEROKEE BASIN OPERATING CO, LLC				
LEASE DATE:	12/12/2007				
RECORDING:	BOOK	PAGE #	ENTRY	STATE	COUNTY
	573	199		KANSAS	MONTGOMERY
DESCRIPTION:	T34S R15E, SEC 34: NW/4				
LEASE NUMBER:	KS-000702-000196-ROW				
LESSOR:	JONTRA, ROY MELVIN & MARY KAY				
LESSEE:	DART CHEROKEE BASIN OPERATING CO, LLC				
LEASE DATE:	2/7/2008				
RECORDING:	BOOK	PAGE #	ENTRY	STATE	COUNTY
	574	33		KANSAS	MONTGOMERY
DESCRIPTION:	T34S R15E, SEC 35: S/2 SW/4				
LEASE NUMBER:	KS-000702-000197-ROW				
LESSOR:	BROWN, KENNETH L				
LESSEE:	DART CHEROKEE BASIN OPERATING CO, LLC				
LEASE DATE:	2/9/2008				
RECORDING:	BOOK	PAGE #	ENTRY	STATE	COUNTY
	574	191		KANSAS	MONTGOMERY
DESCRIPTION:	T34S R14E, SEC 24: BEG AT SE COR OF SE/4, TH N 653', TH W 800', TH S 653', TH E 800' TO POB				



600 Dart Rd. • P.O. Box 177  
Mason, MI 48854  
Phone: (517) 676-2900  
Fax: (517) 676-5887

211 W. Myrtle  
Independence, KS 67301  
Phone: (620) 331-7870  
Fax: (620) 331-7948

The entire lease assignment from Dart Cherokee Basin Operating Co LLC to RedBud Energy Partners LLC for Montgomery County can be found as an attachment to KCC T1 #1358971 Botts Lease Sec 17, T31S-R16E.