

BEFORE THE STATE CORPORATION COMMISSION  
OF THE STATE OF KANSAS

|   |   |                              |
|---|---|------------------------------|
| In the matter of the failure of Hummon  | ) | Docket No. 23-CONS-3040-CPEN |
| Corporation (“Operator”) to comply with | ) |                              |
| K.A.R. 82-3-120.                        | ) | CONSERVATION DIVISION        |
|   | ) |                              |
|   | ) | License No. 5050             |

NOTICE OF ASSIGNMENT OF OIL AND GAS WELLS AND LEASES

COMES NOW, Hummon Corporation (“Operator”) and submits to the State Corporation Commission of the State of Kansas (“Commission”) herewith as Exhibit A a copy of the fully executed Assignment and Bill of Sale dated October 25, 2022 and effective as of September 1, 2022 conveying all right, title and interest of all owners of working interest in and to the Reiss 1-14 and Reiss 2-14 SWD wells and oil and gas leases that are the subject of this proceeding, as Assignor, to Max Papay, LLC, holding Kansas Operator License No. 34021, as Assignee.

By agreement between Assignor and Assignee, said Assignment expressly provides that Assignee assumes full responsibility for all obligations and liabilities with respect to the property and interests assigned from and after the effective date thereof, including the care, custody, control, plugging and abandonment of the subject wells, and has been submitted to the Assignee for recording. Assignor and Assignee shall file with the Commission Form T-1, Request for Change of Operator, upon recording of the Assignment by the Seward County, Kansas Register of Deeds.

WHEREFORE, Operator respectfully requests that the Assignment appended hereto as Exhibit A be admitted and made a part of the record of this proceeding, and that the Commission grant to Operator such other and further relief as it may deem just and proper.

Respectfully submitted,



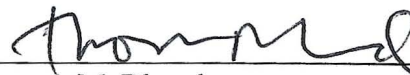
Thomas M. Rhoads (S.C. 10005)  
Law Offices of Thomas M. Rhoads LC  
200 E. 1<sup>st</sup> Street, Suite 301  
Wichita, Kansas 67202-2114  
Telephone: (316) 260-4440  
Facsimile: (316) 260-4419  
Email: [tmrhoads@sbcglobal.net](mailto:tmrhoads@sbcglobal.net)

Attorney for Operator,  
Hummon Corporation

VERIFICATION

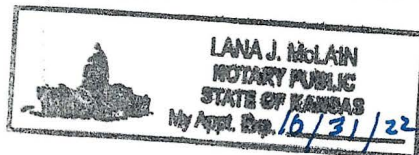
STATE OF KANSAS            )  
  ) SS:  
COUNTY OF SEDGWICK    )

Thomas M. Rhoads, of lawful age and being first duly sworn upon his oath, deposes and states: That he is the attorney for Operator, Hummon Corporation, in the above-captioned action; that he has read the above and foregoing Notice of Assignment of Oil and Gas Wells and Leases, knows and understands the contents thereof, and states that the statements and allegations therein contained are true and correct according to his knowledge, information, and belief.



Thomas M. Rhoads

SUBSCRIBED AND SWORN TO before me, the undersigned authority, this 26<sup>th</sup> day of October, 2022



My commission expires:



Notary Public

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on this 26<sup>th</sup> day of October, 2022, he caused true and correct copies of the above and foregoing Notice of Assignment of Oil and Gas Wells and Leases to be served electronically upon the following persons at the email addresses indicated:

Jonathan R. Myers  
Assistant General Counsel  
Kansas Corporation Commission  
266 N. Main Street, Suite 220  
Wichita, KS 67202-1513  
Email: [j.myers@kcc.ks.gov](mailto:j.myers@kcc.ks.gov)

Nancy Borst  
Kansas Corporation Commission  
Central Office  
266 N. Main Street, Suite 220  
Wichita, Kansas 67202-1513  
Email: [n.borst@kcc.ks.gov](mailto:n.borst@kcc.ks.gov)

Tristan Kimbrell, Litigation Counsel  
Central Office  
266 N. Main Street, Suite 220  
Wichita, Kansas 67202-1513  
Email: [t.kimbrell@kss.ks.gov](mailto:t.kimbrell@kss.ks.gov)



\_\_\_\_\_  
Thomas M. Rhoads

## EXHIBIT A

### ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (the "Assignment"), is from **BYRON E. HUMMON, JR. LIVING TRUST; CAROLYN S HUMMON LIVING TRUST; JFH INVESTMENT PROPERTIES, LLC; JACQUELYN A KADANE**, whose address is 101 N Main St, PO Box 365, Medicine Lodge, KS 67104 ("Assignor") to **MAX PAPAY, LLC**, whose address is PO Box 1060, Meade, KS 67864 ("Assignee").

For Ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, quit claims, grants, transfers, bargains, sells and conveys to Assignee all of Assignor's right, title and interest, less overriding royalties, if any, owned by Assignor(s), in and to the following (all of which are herein called the "Interests"):

The oil and gas leasehold interest(s) as described in Exhibit "A" attached hereto and made a part hereof (herein called the "Lease(s)"), including, but not limited to, the wells, facilities, equipment, and other fixtures or personal property related thereto or located thereon and/or presently used in the operation of the well(s) located on such leases or on lands pooled or unitized therewith and all agreements, rights of way, easements, licenses and orders pertaining thereto,

TO HAVE AND TO HOLD the Interests unto Assignee, and its successors and assigns, effective as of the Effective Time hereinafter set forth, forever.

With respect to the well(s), personal property and equipment assigned hereby, Assignor warrants title to the rights and interests assigned herein, and agrees that the rights and interests assigned herein are free and clear of all liens, encumbrances, and mortgages by, through, and under Assignor, but not otherwise.

It is understood and agreed that Assignee shall have inspected the property and premises and satisfied itself as to its physical and environmental condition, both surface and subsurface, and that Assignee shall accept all of the same in its "as is, where is" condition. In addition, Assignor shall make no representation, express or implied, as to the accuracy or completeness of any data, information or materials heretofore or hereafter furnished Assignee in connection with the Interests, or as to the quality or quantity of hydrocarbon reserves (if any) attributable to the Interests or the ability of the Interests to produce hydrocarbons. Any and all such data, information and other materials furnished by Assignor is provided to Assignee as a convenience and any reliance on or use of the same shall be at Assignee's sole risk.

By execution hereof, Assignee hereby assumes and agrees to pay and discharge or cause to be paid and discharged, and after the Effective Time hereof, to perform or cause to be performed, all of Assignor's obligations and liabilities arising and attributable to times on or after Effective Time incurred in the ordinary course of the operation of the Interests on or after the Effective Time pursuant to leases, operating agreements, agreements, contracts, gas and/or oil contracts (if any), instruments and other commitments to which the Interests are subject.

The Assignee shall receive credit for any oil and/or gas produced from said assigned premises from and after the Effective Time hereof.

Assignor hereby agrees to pay and discharge or cause to be paid, performed, and discharged, all obligations and liabilities arising and attributable to times before the Effective Time incurred in the ordinary course of the operation of the Interests before the Effective Time pursuant to leases, operating agreements, agreements, contracts, gas and/or oil contracts (if any), instruments and other commitments to which the Interests are subject.

By its acceptance of this Assignment, Assignee shall comply with and does hereby assume and agree to perform as to matters attributable to times on and after the Effective Time, Assignee's proportionate part of all express and implied covenants, obligations and reservations contained in the Lease, and the interests assigned herein are subject to and shall bear their proportionate share of all existing recorded burdens on the Lease, as of the Effective Time.

This Assignment may be signed in multiple counterparts each of which shall be effective upon execution by the party signing the same, and shall be considered an original for all purposes. The signature and acknowledgement pages of each counterpart may be combined into a single document for recording, which shall be considered one and the same instrument.

The provisions hereof shall be covenants running with the lands and Lease(s) subject hereto, and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

Executed this 25<sup>th</sup> day of October, 2022; to be effective September 1, 2022.

ASSIGNORS

BYRON E. HUMMON, JR. LIVING TRUST

Carolyn S. Hummon, Trustee  
By: Carolyn S. Hummon, Trustee

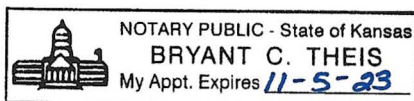
ACKNOWLEDGEMENT

STATE OF Kansas )  
 ) ss.  
COUNTY OF Pratt )

This instrument was acknowledged before me on this 13 day of September, 2022, by Carolyn S. Hummon, Trustee of the Byron E. Hummon, Jr. Living Trust.

My commission expires:

Bryant C. Theis  
Notary Public



CAROLYN S HUMMON LIVING TRUST

Carolyn S Hummon, Trustee  
By: Carolyn S. Hummon, Trustee

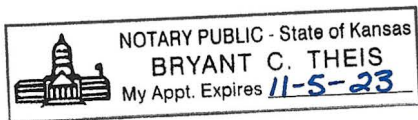
ACKNOWLEDGEMENT

STATE OF Kansas )  
 ) ss.  
COUNTY OF Pratt )

This instrument was acknowledged before me on this 13 day of September, 2022,  
by Carolyn S. Hummon, Trustee of the Carolyn S Hummon Living Trust.

My commission expires:

Bryant C. Theis  
Notary Public





JFH INVESTMENT PROPERTIES, LLC

*[Signature]*  
By: John F. Hambright Iv, President

ACKNOWLEDGEMENT

STATE OF Colorado )  
 ) ss.  
COUNTY OF Jefferson )

This instrument was acknowledged before me on this 25<sup>th</sup> day of OCTOBER, 2022,  
by John F. Hambright Iv, President, JFH Investment Properties, LLC.

My commission expires: 08/21/2026

*Brett D Moore*  
Notary Public

BRETT D MOORE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20184032987  
MY COMMISSION EXPIRES AUGUST 21, 2026

STATE OF Arkansas )  
 ) ss.  
COUNTY OF Saline )

This instrument was acknowledged before me on this 19 day of Sept, 2022, by  
Jesse Tucker, President, JFH Investment Properties.

My commission expires: \_\_\_\_\_

Notary Public

☐

**JACQUELYN A KADANE**

Jacquelyn A Kadane  
By: Jacquelyn A Kadane

**ACKNOWLEDGEMENT**

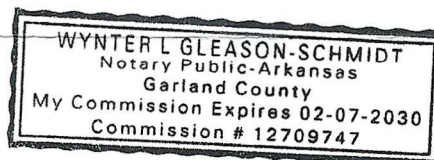
STATE OF Arkansas )  
 ) ss.  
COUNTY OF Saline )

This instrument was acknowledged before me on this 19 day of Sept, 2022, by  
Jacquelyn A Kadane.

My commission expires: Feb 7, 2030

Wynter L Gleason-Schmidt  
Notary Public

☐



**EXHIBIT "A"**

Attached to and made a part of that certain Assignment from **BYRON E. HUMMON, JR. LIVING TRUST; CAROLYN S HUMMON LIVING TRUST; JFH INVESTMENT PROPERTIES, LLC; JACQUELYN A KADANE**, as Assignor, effective September 1, 2022, covering the following described lands located in **SEWARD COUNTY, KANSAS**.

**LEASE:**        **Reiss**

**Well(s):**     **Reiss #1-14**

**Reiss #2-14 SWD**

**Legal:**        **NW/4 Sec: 14-32S-31W, Seward County, Kansas. Containing 160 acres, more or less,**



**EXHIBIT "A"**

Attached to and made a part of that certain Assignment from **BYRON E. HUMMON, JR. LIVING TRUST; CAROLYN S HUMMON LIVING TRUST; JFH INVESTMENT PROPERTIES, LLC; JACQUELYN A KADANE**, as Assignor, effective September 1, 2022, covering the following described lands located in **SEWARD COUNTY, KANSAS**.

**LEASE:**        **Reiss**

**Well(s):**     **Reiss #1-14**  
                 **Reiss #2-14 SWD**

**Legal:**        **NW/4 Sec: 14-32S-31W, Seward County, Kansas. Containing 160 acres, more or less, recorded in Book 486, Page 1075.**  
                 **SW/4 Sec: 14-32S-31W, Seward County, Kansas. Containing 160 acres, more or less, recorded in Book 486, Page 1066.**  
                 **NE/4 Sec: 14-32S-31W, Seward County, Kansas. Containing 160 acres, more or less, recorded in Book 486, Page 1078.**  
                 **SE/4 Sec: 14-32S-31W, Seward County, Kansas. Containing 160 acres, more or less, recorded in 486, Page 1069.**

IT IS ASSINGOR'S INTENT TO CONVEY TO ASSIGNEE ALL OF ASSIGNOR'S RIGHTS, TITLE, INTEREST AND ESTATE, LESS OVERRIDING ROYALTIES, IF ANY, IN AND TO THE LANDS, REGARDLESS OF THE OMISSION OF ANY PARTICULAR LEASE OR LEASES, ERRORS IN DESCRIPTION, INCORRECT OR MISSPELLED NAMES OR INCORRECT RECORDING REFERENCE.

**END OF EXHIBIT "A"**