KANSAS CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION 1354376

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 Contification of Compliance with the Kanage Surface Owner Natification Ap

MUCT be submit	rith the Kansas Surface Owner Notification Act, ted with this form.		
Oil Lease: No. of Oil Wells**	Effective Date of Transfer:		
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:		
Gas Gathering System:	Lease Name:		
Saltwater Disposal Well - Permit No.:			
Spot Location:	SecTwpR E W Legal Description of Lease:		
Enhanced Recovery Project Permit No.:			
Entire Project: Yes No	County:		
Number of Injection Wells **			
	Production Zone(s):		
Field Name:	Injection Zone(s):		
** Side Two Must Be Completed.			
Surface Pit Permit No.:	feet from N / S Line of Section feet from E / W Line of Section Haul-Off Workover Drilling		
Past Operator's License No	Contact Person:		
Past Operator's Name & Address:	Phone:		
	Date:		
Title:	Signature:		
New Operator's License No	Contact Person:		
New Operator's Name & Address:	Phone:		
	Oil / Gas Purchaser:		
	Date:		
Title:	Signature:		
	authorization, surface pit permit # has been Commission. This acknowledgment of transfer pertains to Kansas Corporation above injection well(s) or pit permit.		
is acknowledged as	is acknowledged as		
the new operator and may continue to inject fluids as authorized by	the new operator of the above named lease containing the surface pit		
Permit No.: Recommended action:	permitted by No.:		
Date:	Date:		
Authorized Signature	Authorized Signature		
DISTRICT EPR F	PRODUCTION UIC		

Side Two

1354376

Must Be Filed For All Wells

* Lease Name: _			* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Secti (i.e. FSL = Feet from S		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		<i>Circle</i> FSL/FNL	<i>Circle</i> FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
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		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		_
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		

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.

Kansas Corpora Oil & Gas Consei CERTIFICATION OF CO KANSAS SURFACE OWN	RVATION DIVISION		Form KSONA-1 July 2014 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 I. T-1 (Request for Change of Operator Transfer of Injection or Any such form submitted without an accom Select the corresponding form being filed: C-1 (Intent) CB-1 (Ca	Surface Pit Permit); and C panying Form KSONA-1 v	CP-1 (Well Plugging) will be returned.	Application).
OPERATOR: License #	Well Location: Sec County: Lease Name: If filing a Form T-1 for multip the lease below:		Well #:
Surface Owner Information: Name: Address 1: Address 2: City:	When filing a Form T-1 invo sheet listing all of the inform owner information can be fo county, and in the real estat	mation to the left for each	ch surface owner. Surface he register of deeds for the

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: ______

ASSIGNMENT OF OIL AND GAS LEASES

Kansas Shallow, Ltd, a limited partnership, hereafter referred to as Assignor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, grant, sell, assign, transfer and convey unto Destiny Services, LLC, whose address is PO Box 68, Pratt, Kansas 67124, Assignee, all of Assignor's right, title and interest in and to the oil and gas leases (Leases) located in Pratt County and Kingman County, Kansas covering the tracts of land described on Exhibits A-1 and A-2, attached and incorporated as if fully set forth herein.

Assignor does further hereby grant, sell, transfer, assign and convey unto Assignee all of Assignor's right, title and interest in and to all lines, tankage, leasehold equipment and personal property used thereon or obtained in connection therewith.

Assignee, by its acceptance hereof, agrees to assume all obligations for operations, maintenance and plugging of all wells located on the Leases, including the restoration of the surface of such leased lands, in compliance with the laws and administrative Regulations of the State of Kansas and in compliance with approved industry practices. Prior to Assignee's use of any well, Assignee shall obtain all permits or other consents necessary for the purposes for which Assignee intends to use such well.

Assignee, by acceptance hereof, acknowledges receipt of Twenty-five thousand dollars (\$25,000.00) paid by Assignor in full satisfaction for any obligation Assignor has, may have or which may be asserted at any time hereafter by any third party or Governmental Department, Bureau or Agency of any kind or description for the costs of plugging existing wells, removing any equipment or remediating any surface or subsurface injury or damage. Assignee hereby indemnifies and holds Assignor harmless from any such claim, cost or damages, including attorney fees.

Assignee also hereby indemnifies, saves and holds Assignor harmless from any and all expense, claim, liability, cause of action, attorney's fees or damages arising out of or resulting directly or indirectly from Assignee's occupation, ownership or use of said Lease or any well or equipment located thereon which occurs subsequent to the effective date hereof arising from Assignee's operations on, maintenance of and abandonment of the leased acreage. Assignee assumes the risk of physical and environmental conditions, both surface and subsurface, of the leased acreage and all wells or equipment on the leased acreage assigned herein. Assignee shall also assume all of Assignor's past and future rights and obligation for any imbalances, whether or not the leased acreage is subject to a gas balancing agreement.

Assignee hereby assumes and shall be responsible for the payment of all taxes, except income taxes, imposed on the leased acreage or the production and proceeds attributable thereto or as a result of this sale. Assignee shall also assume and be responsible for all expenses incurred against or in connection with the leased acreage after the effective date thereof.

This assignment is expressly made subject to the totlowing: Register of Deeds Pratt County, Kansas Sherry L. Wenrich

Seal Receipt #: 25891 Pages Recorded: 6

Book:

461 Page:

215

Total Fees: \$88.00

Book: 461 Page: 216

(a) all the terms, express and implied, covenants and conditions of the Leases to the extent of the rights hereby transferred, which terms, covenants and conditions Assignee hereby assumes and agrees to perform with respect to the lands covered therein;

(b) all royalties, overriding royalties, payments out of production or other similar burdens against such Lease and leased acreage; and any other agreements to which the leased acreage may be subject, which terms, conditions and obligations Assignee hereby assumes and agrees to perform with respect to the leased acreage.

(c) the execution and delivery by Gemini Oil Company of all forms and other documents reasonably required to terminate its status as the Operator of the Leases and transfer all rights and obligations related thereto to Assignor, or its nominee. Such termination and transfer shall be effective as of the effective date of this Assignment.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, subject to the terms, covenants and conditions herein set forth.

This Assignment is made without warranty of title, either express or implied and without representation with regard to any presence or lack of federal jurisdiction and/or regulation of the leased acreage or the oil and gas sold therefrom. Assignee accepts all property assigned hereunder on an "as is", "where is" condition. Assignor makes no representation or warranty of any kind, express or implied as to the origin, quantity, condition, fitness or merchantability of the wells, equipment or other personal property assigned, all such warranties being hereby expressly negated. In addition Assignor make no warranty or representation, express implied, as to the accuracy or completeness of any data, information or materials furnished Assignee in connection with this sale, and Assignee's reliance on same shall be at Assignee's sole risk. Assignor further makes no warranty or representation as to the existence or any reserves or any market for the production, if any, from the leased acreage.

Signed and delivered this $\left(\frac{1}{2}\right)^{1/2}$ day of April, 2017 but made effective as of March 1, 2017 at 7:00 a.m.

"Assignor"

Kansas Shallow, Ltd By:

Matson Royalty Company, General Partner

Agreed by and accepted by "Assignee" on April $(2^{h_{1}}, 2017)$.

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"Assignee"

Destiny Services, LLC by: Cohn Elins Davate Edgar Elias-Sanchez, Manager

STATE OF OKLAHOMA COUNTY OF TULSA

This instrument was acknowledged before me on April $\frac{1}{2}$, 2017 by Thomas E. Matson, Jr., President of Matson Royalty Company the General Partner of Kansas Shallow, Ltd.

ANNIN MARKAN Communition 640.00 eommission number: 1018470

My commission expires:

12/02/17

STATE OF KANSAS)) COUNTY OF PRATT)

Before me, a notary public, in and for said county of state, on April / 2017 personally appeared Edgar Elias-Sanchez and acknowledged/16 me that he executed the within and foregoing instrument as his free and voluntary as the Manager of Destiny Services, LLC.

Notary nussion number: 2/018470

Book: 461 Page: 217

My commission expires:

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Name: Date: Lessors: McKenna #1 October 16, 1973 Pauline M. McKenna, a single woman; Harriet Weigel, a single woman; Hester M. Umscheid, a single woman; Martha R. McKenna and John P. Bohrer, her husband; Joan T. Parrett, f/k/a Joan T. Wood, and Louie E. Parrett, her husband Geo. Waite

Lessee: Legal Description:

Recording Data:

South half (S1/2) and South half of the North half (S1/2N1/2) of Section 29, Township 28, Range 9 West of 6th P.M., Kingman County, Kansas. Book 140 at page 211

Insofar and only insofar as said oil and gas lease covers GAS RIGHTS from the Surface of the Earth to the top of the Lansing - Kansas City Formation.

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EXHIBIT A -1

 (1) Name: Date: Lessors: Lessee: Legal Description: 	Date: Lessors:	Moore #1 July 26, 1930 C.J. Moore and Mary Pearl Moore, his wife; Thomas B. Griffith and Edith Griffith, his wife Skelly Oil Company		
	Skelly Off Company			
	0	Southwest Quarter (SW1/4) of Section 25, Township 27, Range 11 West of the 6 th P.M., Pratt County, Kansas		
	Recording Data:	Book 2 at page 230		

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Insofar and only Insofar as said lease covers GAS RIGHTS from the surface of the Earth to the top of the Lansing-Kansas City, formation

Name: Date: Lessors:	Krehbiel #1 August 15, 1929 D. E. Krehbiel and Lillian M. Krehbiel, his wife, and Ratcliff Pearce, a single woman
Lessee:	Dee Washabaugh
Legal Description:	South half of the Southeast quarter (S1/2SE1/4) of Section 24, Township 27, Range 11 West of the 6 th P.M. of Pratt County, Kansas and North half of the Northeast quarter (N1/2NE1/4) of Section 25, Township 27, Range 11 West of the 6 th P.M., Pratt County, Kansas
Recording Data:	Book U at page 179

Insofar and only insofar as said lease covers GAS RIGHTS from the Surface of the Earth to the top of the Lansing - Kansas City formation.

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<u>EXHIBIT A-2-</u>

Miles 1A and Miles #2 (1) Name: Date: July 23, 1929 Frank C. Miles and Henrietta Miles, his wife Lessors: J.F. Duffey Lessee: Legal Southeast Quarter (SE1/4) of Section 19, Township Description: 27, Range 10 West of the 6th P.M., Kingman County, Kansas Book 39 at page 457 Recording Data:

Insofar and only Insofar as said oil and gas lease covers GAS RIGHTS from the surface of the Earth to the top of the Lansing-Kansas City Formation.

Miles A8 (2) Name: July 23, 1929 Date: Frank C. Miles and Henrietta Miles, his wife Lessors: J.F. Duffy Lessee: Legal Northeast quarter (NE1/4) of Section 30, Township Description: 27, Range 10 West of the 6th P.M., Kingman County, Kansas Book 39 at page 419 Recording Data:

Insofar and only insofar as said oil and gas lease covers GAS RIGHTS from the

Surface of the Earth to the top of the Lansing - Kansas City Formation.

Meyer – Rohlman 1 (3) Name: March 3, 1973 Date: Jack Meyers and Jane Meyers, his wife, and Lessors: Paul Rohlman and Joyce Rohlman, his wife Frank M. Brooks Lessee: Legal South half of the Southwest quarter (S1/2SW1/4) of Description: Section 20, Township 27, Range 10 West of the 6th P.M., Kingman County, Kansas (except fifteen (15) acres in the Southwest (SW) corner thereof, which is owned by Skelly Oil Company) Book 138 at page 119 Recording Data:

Insofar and only insofar as said oil and gas lease covers GAS RIGHTS from the Surface of the Earth to the top of the Lansing - Kansas City Formation.

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