

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:	MUST be submitted 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:				
Saltwater Disposal Well - Permit No.:				
Spot Location: feet from N /	Legal Description of Lease.	[_]E[_]W		
Enhanced Recovery Project Permit No.:				
Entire Project: Yes No	County:			
Number of Injection Wells **	,	Production Zone(s):		
Field Name:				
** Side Two Must Be Completed.	Injection Zone(s):			
Surface Pit Permit No.: (API No. if Drill Pit, WO or H. Type of Pit: Emergency Burn	feet from N / S Line of Secture feet from E / W Line of Secture Settling Haul-Off Workover Drilling			
Past Operator's License No.	Contact Person:			
Past Operator's Name & Address:		Phone:		
	Date:			
Title:				
New Operator's License No.	Contact Person:			
New Operator's Name & Address:	Phone:			
	Oil / Gas Purchaser:			
	 Date:			
	ansfer of injection authorization, surface pit permit #ansas Corporation Commission. This acknowledgment of transfer pertains to Karship interest in the above injection well(s) or pit permit.			
is a	cknowledged as is a	acknowledged as		
the new operator and may continue to inject fluids a	the new operator of the above named lease containing	g the surface pi		
Permit No.: Recommended action:	permitted by No.:			
Date:	 Date:			
Authorized Signature	Authorized Signat	ure		
DISTRICT EPR	PRODUCTION UIC			

Side Two

1354548

Must Be Filed For All Wells

KDOR Lease	No.:		_		
Lease Name:			* Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Section Line (i.e. FSL = Feet from South Line)		Type of Well (Oil/Gas/INJ/WSW)	Well Status (PROD/TA'D/Abandoned)
		Circle FSL/FNL	Circle 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		
		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		

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.



1354548

Form KSONA-1
July 2014
Form Must Be Typed
Form must be Signed
All blanks must be Filled

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:	(Cathodic Protection Borehole Intent)		
OPERATOR: License #	Well Location:		
Name:			
Address 1:			
Address 2:	·		
City: State: Zip:+			
Contact Person:	the lease below:		
Phone: () Fax: ()			
Email Address:			
Surface Owner Information:			
Name:	When filing a Form T-1 involving multiple surface owners, attach an additional		
Address 1:	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		
Address 2:	and the second to the second and the second and the second and the second secon		
City: State: Zip:+			
the KCC with a plat showing the predicted locations of lease roads, tale are preliminary non-binding estimates. The locations may be entered	nodic Protection Borehole Intent), you must supply the surface owners and nk batteries, pipelines, and electrical lines. The locations shown on the plat on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.		
Select one of the following:			
owner(s) of the land upon which the subject well is or will be	Act (House Bill 2032), I have provided the following to the surface located: 1) a copy of the Form C-1, Form CB-1, Form T-1, or Form being filed is a Form C-1 or Form CB-1, the plat(s) required by this and email address.		
KCC will be required to send this information to the surface of	acknowledge that, because I have not provided this information, the owner(s). To mitigate the additional cost of the KCC performing this as of the surface owner by filling out the top section of this form and e KCC, which is enclosed with this form.		
If choosing the second option, submit payment of the \$30.00 handlin form and the associated Form C-1, Form CB-1, Form T-1, or Form CF	ng fee with this form. If the fee is not received with this form, the KSONA-1P-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:		

PARTIAL ASSIGNMENT, BILL OF SALE AND CONVEYANCE

State of Kansas County of Finney

This Partial Assignment, Bill of Sale and Conveyance ("this Partial Assignment") is made and entered into by and between American Warrior Inc. (herein, "Assignor") and **PetroSantander** (USA) Inc., a Delaware corporation, 6363 Woodway Drive, Suite 350, Houston, TX 77057 (herein, "Assignee").

For Ten and no/100 (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER and DELIVER unto Assignee, an **undivided 50% interest** in and to the following described oil and gas leases, together with an **undivided 50% interest** in and to all real and personal property rights, assets, production, data and interests appurtenant to said oil and gas leases and/or used or useful in the operation thereof, as hereinafter described:

- A. The following oil and gas leases in Finney County, Kansas (herein, "Said Leases"):
- 1. That certain Oil and Gas Lease dated September 1, 1944, by and between Orville G. Congdon and Ola Congdon, his wife, Lessors and Joe E. Denham, Lessee, recorded in Book 14, Page 69, records of Finney County, Kansas, and covering the following described lands:

Township 23 South, Range 32 West, 6th P.M. Section 28: South Half (S½)

LIMITED TO RIGHTS BELOW THE BASE OF THE COUNCIL GROVE FORMATION

2. That certain Oil and Gas Lease dated October 12, 1944, by and between the Federal Land Bank, Lessor and Joe E. Denham, Lessee, recorded in Book 14, Page 315, records of Finney County, Kansas, and covering the following described lands:

Township 23 South, Range 32 West, 6th P.M.
Section 33: Northwest Quarter (NW¹/₄)
LIMITED TO RIGHTS BELOW THE BASE OF THE COUNCIL GROVE FORMATION

3. That certain Oil and Gas Lease dated August 4, 1944, by and between S. W. Neely, Lessor and Joe E. Denham, Lessee, recorded in Book 13, Page 600, records of Finney County, Kansas, and covering the following described lands:

Township 23 South, Range 32 West, 6th P.M.
Section 33: Northeast Quarter (NE¼) and East Half Southeast Quarter (E½SE¼)
LIMITED TO RIGHTS BELOW THE BASE OF THE COUNCIL GROVE FORMATION

B. All oil and gas wells or any other wells located on Said Lease, as well as any of the pumping equipment, or other equipment in the wellbore or connected to such wells that are used in the operation of Said Lease or Wells, including those listed on Exhibit A hereto, (the "Wells");

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- C. All contracts, agreements, and instruments relating to Said Lease or to the Wells, including, but not limited to, operating agreements, unitization agreements, communitization and pooling agreements, unit agreements, unit operating agreements, commission orders, declarations of pooling or unitization, farmout and/or farmin agreements, assignments, and other validly existing agreements, whether of record or not (the "Contracts"), provided that Assignor shall have disclosed to Assignee and provided to Assignee copies of any such Contracts under which Assignee assumes any liabilities prior to the date of this Partial Assignment;
- D. All tenements, appurtenances, permits, licenses, servitudes, easements, surface leases and rights of way of every kind in any way appertaining, belonging, affixed or appurtenant to or used in connection with the ownership or operation of Said Lease or the Wells (collectively, the "Easements");
- E. All other personal property, equipment and fixtures, or interests therein, located on the lands covered by Said Lease and used in connection with its operation or in connection with the operation of the Wells including, but not limited to, all lease equipment, tanks, service equipment, downhole equipment (to the extent such downhole equipment may not be covered by paragraph B above), structures, fixtures, flowlines, personal property, water gathering and disposal systems, injection facilities, salt water disposal facilities, electrical distribution systems, oil and gas production equipment, water flow equipment, tubulars, inventory, and all other equipment, appurtenances, including, without limitation, the property described on Exhibit C attached hereto (collectively, the "Equipment Inventory") and any other such personal property, equipment and fixtures, whether or not same is listed on Exhibit C or accurately described thereon:
- F. All oil, gas, casinghead gas and related production produced from Said Lease and attributable to the net revenue interest conveyed to Assignee pursuant hereto to the extent such production is produced after the Effective Time (collectively, "Production"); and
- G. Copies of any files, books, maps, records, data, logs, tests and seismic data in Assignor's possession and all other information owned or maintained by Assignor which relate to the interests conveyed hereunder, including but not limited to engineering, geological, geophysical, production, land, accounting, tax and any other such information but excluding, however, such seismic data or licenses that Assignor is contractually restricted from transferring to third parties (collectively, the "Data").

TO HAVE AND TO HOLD the interests conveyed hereby unto Assignee, its successors and assigns forever. This Partial Assignment, Bill of Sale and Conveyance is executed and delivered without warranty of title except (1) Assignor does hereby bind himself, his heirs, successors and assigns to warrant and defend title to the Subject Properties unto Assignee, its successors and assigns, against every person or entity whomsoever lawfully claiming or to claim the Subject Property or any part thereof, by through and under Assignor, but not otherwise; and with full substitution and subrogation in favor of Assignee, and all persons or entities claiming by through or under Assignee, in and to all covenants, warranties and indemnities given or made by Assignor's predecessors in title, with full subrogation of all rights accruing under applicable statutes of limitation and all rights of action of warranty against all former owners of the Subject Property and (2) Assignor represents and warrants to Assignee that Assignor has not, directly or indirectly, sold, assigned, transferred, farmed out, conveyed or encumbered any interests conveyed hereby to any third parties.

ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, QUALITY, CONDITION OR FITNESS FOR A PARTICULAR USE OR USES OF ANY OF THE EQUIPMENT INVENTORY ASSIGNED HEREBY. ALL SUCH REPRESENTATIONS AND WARRANTIES ARE WITH RESPECT TO THE EQUIPMENT INVENTORY ARE HEREBY EXPRESSLY EXCLUDED AND DENIED.

This Assignment, Bill of Sale and Conveyance is delivered by Assignor and accepted by Assignee subject to the terms and provisions contained in Said Lease, and to the terms and provisions of that certain unrecorded Operating Agreement, by and between Assignor and Assignee dated May 1, 2017. References herein to Said Lease and any other contracts or other agreements shall not be deemed to ratify or create any rights in favor of third parties.

Assignor agrees to execute, acknowledge and deliver to Assignee all such additional instruments, assignments, conveyances, notices, division orders, transfer orders and other documents and agreements, and will perform or cause to be performed such other and further acts and things, as may be reasonably necessary to more fully grant, convey, transfer and assign to Assignee the Subject Property.

Assignor

AMERICAN WARRIOR INC.

By:

Cecil O'Brate, President

Assignee

PETROSANTANDER (USA) INC.

By:

Christopher J. Whyte

President

State of Kansas, Finney County SS.
This instrument was filed for Record 05/03/2017 at 03:55 PM

& recorded in Book 0329 on Page 477

Fees: \$60.00

2017-01811

FINNEY COUNTY REGISTER OF DEEDS

DATA ENTRY / LAND INDEX /

ACKNOWLEDGMENTS

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State of Kansas County of Finney	
Before me, the undersigned Notary Public, in	appeared Cecil O'Brate, as President of entical person who subscribed his name to the me that he executed the same as his free and erican Warrior, Inc., for the uses and purposes
My commission expires:	Notary Public
8-11-2020	(Type or Print Name)
PetroSahtander (USA) Inc., to me known to be the said corporation, maker of the foregoing instrument that he executed the same as his free and volument and deed of such corporation, for the uses and and official seal.	ppeared Christopher J. Whyte, as President of e identical person who subscribed the name of ent as its President and who acknowledged to stary act and deed and as the free and voluntary purposes therein set forth. Witness my hand
CHRISTINA RIVAS GUTIERREZ Notary Public, State of Texas Comm. Expires 04-05-2021 Notary ID 125254758	Christma Suturney
My commission expires: April 5, 2021	Notary Public Christina Gutiuruz (Type or Print Name)