

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:	Effective Date of Transfer:			
Gas Lease: No. of Gas Wells**	KS Dept of Revenue Lease No.:	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				





#### 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

<sup>\*</sup> 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 CORPORATION COMMISSION OIL & GAS CONSERVATION DIVISION

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 execution of the e		
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:		

### ASSIGNMENT, BILL OF SALE AND CONVEYANCE

STATE OF KANSAS

35

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF COMANCHE

This ASSIGNMENT, BILL OF SALE AND CONVEYANCE ("Assignment") dated effective as of April 1, 2017 at 7:00 a.m. local time with respect to the jurisdiction in which the Properties (as hereinafter defined) are located ("Effective Date"), is from **STONE RIVER ENERGY, LLC**, with an address of 3811 Turtle Creek Blvd., Suite 560, Dallas, Texas 75219 ("Assignor"), to EVERGLOW ENERGY, LLC, located at 6908 NW 112th Street, Oklahoma City, OK 73162.

For One Dollar (\$1.00) cash in hand paid and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby GRANTS, BARGINS, SELLS, CONVEYS, ASSIGNS, TRANSFERS, SETS OVER AND DELIVERS unto Assignee, effective as of the Effective Date, the following (collectively the "Properties"):

- (a) 100 % of Assignor's gross and attributable net working interest in the well or wells described in Exhibit "A" attached hereto and made a part hereof.
- (b) 100 % of Assignor's undivided gross and attributable net working interest in the leases, licenses, permits and agreements relating to the lands and the wells described in Exhibit "A" whether developed or undeveloped (the "Lands").
- (c) 100 % of Assignor's undivided gross and attributable net working interest in all Hydrocarbons produced from or allocated to the Properties produced and sold after the Effective Date. The term "Hydrocarbons" means and includes oil, gas, casinghead gas, condensate, natural gas liquids and all components of the foregoing.
- (d) 100 % of Assignor's undivided interest in and to all documents, agreements and contracts relating to the Properties or the Lands including, without limitation, leases, operating agreements, oil, gas and condensate purchase and sale agreements, joint venture agreements, farmout agreements, farmin agreements, dry hole agreements, bottom hole agreements, acreage contribution agreements, easements, permits, salt water disposal agreements, surface agreements, unitization or pooling agreements,

PHOTOCOPIED

20170271 STATE OF KANSAS, COMANCHE COUNTY This instrument was filed for Record on 5/8/2017 at 11:45 AM and duly recorded Book 134 Page 512 Fees \$116.00

Heather Puderbaugh, Register of Deeds JC

warranties, covenants, indemnities and representations from third parties.

- (e) 100 % of Assignor's interest in and to all real, personal and mixed, movable, immovable, tangible and intangible property, and all other fixtures and improvements appurtenant to or used in connection with the Properties or the Lands, including, without implied limitation, all wells, fixtures, equipment, claims, rights and causes of action against third parties whether asserted and unasserted or known and unknown.
- (f) 100 % of Assignor's interest and estate in and to or derived under any oil, gas and mineral unitization, pooling and communitization agreements, declarations or orders relating to the Properties or the Lands, and the units, pools or communitized areas, if any, created thereby (including, without limitation, all units, pools or communitized areas formed under orders, regulations, rules or other official acts of any federal, state or other governmental agency having or asserting jurisdiction) and all gross and attributable net working interests in any wells within the units, pools or communitized areas associated with the Properties or the Lands.

It is Assignor's intention to convey unto Assignee 100 % of Assignor's gross and net working interest in the properties described in Exhibit A, even though such interests, the lands covered thereby, or the Properties themselves be incorrectly, qualitatively, quantitatively, deficiently, and/or insufficiently described in or omitted from Exhibit "A". However, Assignor's royalty and/or overriding royalty interests in the Properties, if any, are specifically reserved unto Assignor and excluded from the purview of this conveyance.

TO HAVE AND TO HOLD the Properties unto Assignee and its successors and assigns forever; provided however, this Assignment is made subject to the following terms and provisions:

١.

All equipment and other personal property appurtenant to the Lands is transferred subject to normal wear and tear and without warranties of any kind whatsoever, whether expressed or implied, and is sold AS IS AND WITH ALL FAULTS AND DEFECTS BUT FREE AND CLEAR OF ALL LIENS OR ENCUMBRANCES AND WITH NO WARRANTY AS TO MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE. THIS ASSIGNMENT IS MADE AND ACCEPTED WITH WARRANTY OF TITLE, BY, THROUGH AND UNDER ASSIGNOR ONLY, BUT NOT OTHERWISE.

II.

Assignor agrees to defend, indemnify and hold Assignee harmless of any and all debts, expenses, obligations, claims, demands, causes of action, liabilities, gas imbalances, damages, fines, penalties and judgment of any kind or character, whether matured or unmatured, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, known or unknown and all costs and fees (including without limitation, interest, attorneys' fees, costs of experts, court costs and costs of investigation) attributable to the Properties arising or incurred prior to April 1, 2017.

III.

Assignee agrees to defend, indemnify and hold Assignor harmless of any and all debts, expenses, obligations, claims, demands, causes of action, liabilities, gas imbalances, damages, fines, penalties and judgment of any kind or character, whether matured or unmatured, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, known or unknown and all costs and fees (including without limitation, interest, attorneys' fees, costs of experts, court costs and costs of investigation) attributable to the Properties arising or incurred after to April 1, 2017.

IV.

In addition to this Assignment, Assignor shall execute, acknowledge, and deliver to Assignee, without further consideration, any documents or instruments as Assignee may reasonably require, including, without limitation, further assignments or conveyances required by any state or federal authority, deeds, and consents to further evidence the assignment of the Properties by Assignor to Assignee.

٧.

- A. The provisions hereof shall be covenants running with the land and shall be binding and inure to the benefit of the parties hereto, their respective successors and assigns.
- B. This Assignment is made with full rights of substitution and subrogation of Assignee, to the extent of the interest hereby assigned, in and to all covenants and warranties by others heretofore given or made with respect to the Properties.

EXECUTED this 3416 day of April, 2017 but effective April 1, 2017.

**ASSIGNOR:** 

STONE RIVER ENERGY, LLC

Chris McKinzie, Partner

ASSIGNEE:

**EVERGLOW ENERGY, LLC** 

Thomas P. Castelli, Manager

## **ACKNOWLEDGEMENTS**

STATE OF TOLOS)					
county of Taxyant)					
Before me, the undersigned, a notary public in and for said State, on this day of April, 2017 personally appeared who subscribed his name to the 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.					
In witness whereof, I have hereunto set my hand and official seal, at said county, the day and year last above written.					
My Commission Expires 8-19-17 Notary Public KELLY IRVING					
My Commission Expires WELLY IRVING Notary Public STATE OF TEXAS My Comm. Exp. 08-19-17					
STATE OF OKlahoma.					
state of Oklahoma) ss. county of Oklahoma)					
Before me, the undersigned, a notary public in and for said State, on this day of April, 2017 personally appeared Thomas P. Castell. to me known to be the identical person who subscribed his name to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.					
In witness whereof, I have hereunto set my hand and official seal, at said county, the day and year last above written.					
My Commission Expires					
TISHA L. LOVE  SEAL  Notery Public  State of Oklahoma  Commission # 08001005 Expires 01/28/20					

#### **EXHIBIT "A"**

Attached to and made a part of that certain Assignment and Bill of Sale, effective April 1, 2017, by and between STONE RIVER ENERGY, LLC, Assignor, and EVERGLOW ENERGY, LLC, Assignee, covering lands located in Comanche County, State of Kansas.

#### WELLS:

OperatorWell NameLocationCastelli Exploration, Inc.Garten 1-31Section 31-32S-16WCastelli Exploration, Inc.WagnerSection 36-32S-17W

#### **LEASES**:

Lessor: Jack Lenhart & Bonnie Lenhart, his wife

Lessee: J. Fred Hambright
Lease Date: September 21, 1987

Description: Township 32 South, Range 16 West

Section 29: W/2 SW/4 Section 30: SE/4

Section 32: W/2 NW/4

Book/Page 68/69

Lessor: Robert E. Standish & Tracy Standish, his wife

Lessee: J. Fred Hambright
Lease Date: September 22, 1987

Description: Township 32 South, Range 16 West

Section 29: W/2 SW/4; SE/4; SE/4 SW/4

Section 30: SE/4 Section 32: NW/4

Book/Page 68/71

Lessor: Lonnie D. Garten & Otilia Garten, his wife

Lessee: J. Fred Hambright
Lease Date: September 18, 1987

Description: Township 32 South, Range 16 West

Section 29: W/2 SW/4; SE/4; SE/4 SW/4

Section 30: SE/4 Section 32: NW/4

Book/Page 68/73

Lessor: Robert E. Standish & Tracy Standish, his wife

Lessee: J. Fred Hambright
Lease Date: October 16, 1987

Description: Township 32 South, Range 16 West

Section 31: NE/4; NE/4 NW/4

Section 30: E/2 SW/4

Book/Page 68/221

Lessor:

Lonnie D. Garten & Otilia Garten, his wife

Lessee:

J. Fred Hambright October 19, 1987

Lease Date: Description:

Township 32 South, Range 16 West

Section 31: NE/4; NE/4 NW/4

Section 30: E/2 SW/4

Book/Page 68/315

Lessor:

Jack Lenhart & Bonnie Lenhart, his wife

Lessee: Lease Date: J. Fred Hambright October 19, 1987

Description:

Township 32 South, Range 16 West

Section 30: E/2 SW/4

Section 31: NE/4; NE/4 NW/4

Book/Page 68/383

Lessor:

Robert E. Standish & Tracy Standish, his wife

Lessee: Lease Date: J. Fred Hambright November 4, 1987

Description:

Township 32 South, Range 16 West

Section 32: SW/4

Book/Page

68/385

Lessor:

Lonnie D. Garten & Otilia Garten, his wife

Lessee:

J. Fred Hambright November 4, 1987

Lease Date:

Township 32 South, Range 16 West

Description:

C :: 22 Cht/4

Section 32: SW/4

Book/Page

68/317

68/319

Lessor:

Jack Lenhart & Bonnie Lenhart, his wife

Lessee:

J. Fred Hambright November 4, 1987

Lease Date: Description:

Township 32 South, Range 16 West

Section 32: SW/4

Book/Page

Lessor:

John H. Wagner

Lessee:

J. Fred Hambright December 14, 1988

Lease Date: Description:

Township 32 South, Range 16 West

Section 31: Lot 2 a/k/a SW/4 NW/4

Book/Page

71/69

Lessor:

Donna Kenney, et vir

Lessee:

J. Fred Hambright December 9, 1989

Lease Date: Description:

Township 32 South, Range 16 West

Section 31: SE/4 NW/4

Book/Page

73/429

Lessor: Lessee: Muriel Gregg, et al J. Fred Hambright

Lease Date:

December 6, 1989

Description:

Township 32 South, Range 16 West

Section 31: SE/4 NW/4

Book/Page

73/405

Lessor:

Alberta Callahan, et vir

Lessee: Lease Date: J. Fred Hambright December 9, 1989

Description:

Township 32 South, Range 16 West

Section 31: SE/4 NW/4

Book/Page

73/533

Lessor: Lessee:

Donna Kenney, et vir J. Fred Hambright

Lease Date:

December 9, 1989

Description:

Township 32 South, Range 17 West

Section 25: W/2 W/2

Book/Page

73/431

Lessor: Lessee:

Muriel Gregg, et al J. Fred Hambright December 6, 1989

Lease Date: Description:

Township 32 South, Range 17 West

Section 25: W/2 W/2

Book/Page

73/407

Lessor:

Alberta Callahan, et vir

Lessee:

J. Fred Hambright December 9, 1989

Lease Date: Description:

Township 32 South, Range 17 West

Section 25: W/2 W/2

Book/Page 73/535

Lessor:

Mary L. Houseworth, et al

Lessee:

J. Fred Hambright

Lease Date:

December 14, 1988

Description:

Township 32 South, Range 16 West

Section 30: Lots 1, 2, 3 & 4 (a/k/a W/2 W/2)

Section 31: Lot 1 (a/k/a NW/4 NW/4) <u>Township 32 South, Range 17 West</u>

Section 25: E/2; E/2 W/2 Section 36: NE/4

Book/Page 71/63

Lessor: Harold Jerome Wagner

Lessee: J. Fred Hambright
Lease Date: December 14, 1988

Description: Township 32 South, Range 16 West

Section 30: Lots 1, 2, 3 & 4 (a/k/a W/2 W/2) Section 31: Lots 1 & 2 (a/k/a W/2 NW/4) Township 32 South, Range 17 West

Section 25: E/2; E/2 W/2

Section 36: NE/4

Book/Page 71/73

Lessor: Anne Marie Spiardi, Gdn

Lessee: J. Fred Hambright Lease Date: October 31, 1989

Description: Township 32 South, Range 16 West

Section 30: Lots 1, 2, 3 & 4 (a/k/a W/2 W/2) Section 31: Lot 1 (a/k/a NW/4 NW/4) Township 32 South, Range 17 West

Section 25: E/2; E/2 W/2

Section 36: NE/4

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**END OF EXHIBIT "A"**