

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:

- 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: _____

Signature: _____

New Operator's License No. _____

Contact Person: _____

New Operator's Name & Address: _____

Phone: _____

Oil / Gas Purchaser: _____

Date: _____

Title: _____

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 _____

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**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: _____



Date Recorded: 11/6/2017 10:00:00 AM

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this "Assignment") is effective as of 7:00 a.m., Mountain Time, on November 1, 2017 (the "Effective Time"), and is between HRM Resources II, LLC, a Delaware limited liability company ("Assignor"), 410 17th Street, Suite 1600, Denver, Colorado 80202, and Indian Oil Co., Inc., a Kansas Corporation ("Assignee"), P.O. Box 209, Medicine Lodge, Kansas 67104. Assignor and Assignee are each also referred to individually as a "Party" and collectively as the "Parties." This Assignment is the Assignment and Bill of Sale referenced in that certain Purchase and Sale Agreement dated September 22, 2017 by and between Assignor and Assignee (the "Agreement"). Capitalized terms used but not defined in this Assignment have the meanings set forth in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth in the Agreement, Assignor hereby assigns, conveys, and transfers to Assignee all of Assignor's right, title, and interest, in and to the following real and personal property interests (collectively, the "Assets"):

(a) expressly subject to all depth restrictions of record as of the Effective Time, the oil, gas and other mineral leases described on Exhibit A, including without limitation, any and all overriding royalty interests, royalty interests, non-working or carried interests, operating rights, and other rights and interests in the oil, gas and other mineral leases described on Exhibit A (collectively referred to as the "Leases" or, singularly, as a "Lease"), together with the lands covered thereby or pooled, communitized or unitized therewith (collectively, the "Lands"), and all oil, gas, associated liquids, other hydrocarbons and other lease substances ("Hydrocarbons") that may be produced and saved from the Leases and from any lands pooled, communitized, or unitized therewith;

(b) all easements, rights-of-way, servitudes, surface leases, surface use agreements, water disposal or handling agreements, agreements pertaining to water wells, and other rights or agreements related to the use of the surface and subsurface, in each case to the extent used or held for use in connection with the ownership, use or operation of the Assets, recorded or unrecorded (collectively, the "Surface Agreements");

(c) to the extent assignable or transferable, all permits, licenses, franchises, consents, approvals, and other similar rights and privileges, in each case to the extent used or held for use in connection with the ownership, use or operation of the Assets (collectively, the "Permits");

(d) all wells located on the Leases or the Lands or on lands pooled, communitized, or unitized therewith, whether producing or shut in, and whether for production, produced water injection or disposal, monitoring, or otherwise, all of which are described on Exhibit B, together with all of Assignor's interests within the spacing, producing, federal exploratory, enhanced recovery, or governmentally prescribed unit attendant to the wells (collectively, the "Wells"); and all equipment, machinery, fixtures, spare parts, inventory, and other personal property used or held for use in connection with the operation of the Assets or in connection with the production,

treatment, compression, gathering, transportation, sale, or disposal of Hydrocarbons (collectively, the "Equipment");

(e) to the extent assignable or transferable, (i) all contracts, agreements, equipment leases, production sales and marketing contracts, farm-out and farm-in agreements, operating agreements, unit agreements, gas marketing, gas gathering, processing and transportation agreements, and (ii) equipment leases and rental contracts, and other contracts, agreements, and arrangements relating to the Assets (collectively, the "Contracts"); and

(f) all files, records, and data relating to the items described in items (a) through (e) above maintained by Assignor, including the following, if and to the extent that such files exist: all books, records, reports, manuals, files, title documents (including correspondence), records of production and maintenance, revenue, sales, expenses, warranties, lease files, land files, well files, division order files, abstracts, title opinions, assignments, reports, property records, contract files, operations files, copies of tax and accounting records and files, maps, core data, hydrocarbon analysis, well logs, mud logs, field studies together with other files, contracts, and other records, all geologic maps, including any interpretations, analyses and reports related thereto (collectively, the "Records").

TO HAVE AND TO HOLD the Assets unto Assignee and its successors and assigns forever, subject to the following terms and conditions:

1. Purchase and Sale Agreement Controls. This Assignment is subject to the Agreement. Assignor and Assignee intend that the terms of the Agreement remain separate and distinct from and not merge into this Assignment. If there is a conflict between the terms of this Assignment and the terms of the Agreement, the terms of the Agreement will control to the extent of the conflict.

2. Special Warranty of Title. This Assignment is made without representation or warranty of any kind, express, implied, statutory or otherwise, except that Assignor represents and warrants to Assignee that, subject to the terms of this Assignment, the Agreement, and the Permitted Encumbrances (as that term is defined in Section 4.05 of the Agreement), the Assets are free and clear of all liens, claims, security interests, mortgages, charges and encumbrances of all persons lawfully claiming by, through or under Assignor, but not otherwise. Assignor gives and grants to Assignee, its successors, and assigns, to the extent so transferable, full power and right of substitution and subrogation in and to all covenants and warranties by others heretofore given or made in respect of the Assets or any part thereof.

3. Binding Effect. This Assignment binds and inures to the benefit of the Parties and their permitted successors and assigns. The covenants and agreements herein shall be covenants that run with the land.

4. Governmental Forms. Separate governmental form assignments of the Assets may be executed on officially approved forms by Assignor to Assignee, in sufficient counterparts to satisfy applicable statutory and regulatory requirements. Those assignments shall be deemed to contain all the terms of this Assignment. The interests conveyed by such separate assignments are the same, and not in addition to, the interests conveyed herein.

5. Assumption of Contracts. Subject to the terms of this Assignment and the Agreement, Assignee hereby assumes and agrees to be bound by (i) all express and implied covenants, rights, benefits, conditions, obligations, and liabilities under the Leases, Contracts, Permits, and (ii) the Assumed Obligations.

6. Construction. In the event an ambiguity or question of intent or interpretation of this Assignment arises, this Assignment shall be construed as if jointly drafted by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring a Party as a result of authorship or drafting of any provision of this Assignment.

7. Exhibits. All exhibits attached hereto are hereby made part of and incorporated herein by this reference. References in such exhibits to instruments on file in the public records are notice of such instruments for all purposes. Unless provided otherwise, all recording references in such exhibits are to the appropriate records of the counties in which the Assets are located.

8. Governing Law. This Assignment shall be construed in accordance with, and governed by, the laws of the State of Kansas.

9. Severability. If any term or other provision of this Assignment is invalid, illegal, or incapable of being enforced under any rule of law, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Assignment is not affected in a materially adverse manner with respect to either Party.

10. Execution. This Assignment may be executed by Assignor and Assignee in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.

11. Amendments and Waivers. This Assignment may not be amended except as provided in a written instrument executed by both Parties. Except for waivers specifically provided for in this Assignment, no right of either Party under this Assignment may be waived except by an instrument in writing signed by the other Party to be charged with such waiver and delivered by such Party to the Party claiming the benefit of such waiver.

[Signature Pages Follow]

This Assignment is executed the date of the acknowledgment for each Party, but effective as of the Effective Time.

ASSIGNOR:

HRM RESOURCES II, LLC

[Handwritten signature of L. Roger Hutson]

By:

L. Roger Hutson
President and CEO

ACKNOWLEDGMENT OF ASSIGNOR

STATE OF COLORADO)
) ss
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 27th day of October, 2017, by L. Roger Hutson, as President and CEO of HRM Resources II, LLC, a Delaware limited liability company, on behalf of such company.

Witness my hand and official seal.

LEAH GRACE DILLARD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20164024025
MY COMMISSION EXPIRES JUNE 23, 2020

My Commission expires: June 23, 2020

[Handwritten signature of Leah Grace Dillard]

Notary Public

ASSIGNEE:

INDIAN OIL CO., INC.

By: [Signature]
Name: Anthony Farrar
Title: President

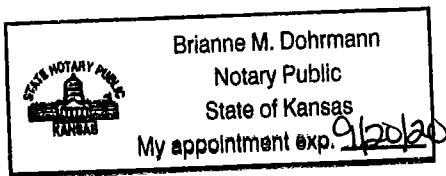
ACKNOWLEDGMENT OF ASSIGNEE

STATE OF Kansas)
) ss
COUNTY OF Barber)

The foregoing instrument was acknowledged before me this 3 day of November, 2017, by Anthony Farrar, as President of Indian Oil, a Kansas Corp., on behalf of such company.

Witness my hand and official seal.

My Commission expires: 9/20/2020



[Signature]
Notary Public

EXHIBIT 'A'

Lessor	Lessee	Lease Date	Township	Range	Section	Legal Description	County	Book	Page
Rose Fanning, also known as Rose P. Fanning, a widow and Inez Vogt, a single person	Strong's, Inc.	6/5/1979	34S	9W	11	E2SE4	Harper	78	1702
Steve Gates, a single man & David & Nancy Gates, husband and wife	Griffin Management, LLC	11/30/2010	34S	8W	2	WELLBORE ONLY - W2SWSESW WELLBORE ONLY - NWSESW	Harper	G91	941
Diel Farms, LLC	Griffin Management, LLC	7/15/2010	33S	8W	31	WELLBORE ONLY - SESESW	Harper	G91	471
Ivan L. Koblitz and wife Ida Leann Koblitz	Griffin Management, LLC	8/3/2009	34S	9W	26	E2NW4	Harper	G90	1331
Bobby E. Koblitz and wife Dena D. Koblitz	Griffin Management, LLC	8/3/2009	34S	9W	26	E2NW4	Harper	G90	1332
Justin L. Koblitz and wife Shelly K. Koblitz	Griffin Management, LLC	8/3/2009	34S	9W	26	E2NW4	Harper	G90	1333
James B. Wharton & Gwendolyn Wharton, his wife	Strong's, Inc.	7/22/1971	34S	8W	3	WELLBORE ONLY - NE4	Harper	72	321
E.L. Ritter, aka Everett L. Ritter & Kathleen Ritter, his wife	Strong's, Inc.	6/7/1983	34S	8W	2	WELLBORE ONLY - S2SE4	Harper	81	878
John Schmackenber, Jr. and Wilma Jean Schmackenber, h/w	Strong's, Inc.	1/27/1983	34S	8W	11	WELLBORE ONLY - W2W2	Harper	81	440
Philip E. Gates, Conservator for Miriam Jacobs & Philip E. Gates and Mary Gates	Strong's, Inc.	6/24/1980	34S	8W	2	WELLBORE ONLY - NZSE4	Harper	79	851
Kenneth W. Halbower and Elma L. Halbower, his wife	Strong's, Inc.	7/22/1971	34S	8W	3	WELLBORE ONLY - W2	Harper	72	323

EXHIBIT 'B'

Operator	Well Name	County	API Number	Type	Status	QQ	Sec	Twp	Rng
HRM Resources II, LLC	Cather B 1-3	Harper	15-077-30162	G	TA	SWSW	3	34S	8W
HRM Resources II, LLC	Dena B #1	Harper	15-077-21697	O/G	PR	SESW	31	33S	8W
HRM Resources II, LLC	Dena B #2	Harper	15-077-21706	INJ	AI	SESW	31	33S	8W
HRM Resources II, LLC	Dena B #3	Harper	15-077-20181	O/G	PR	SESW	31	33S	8W
HRM Resources II, LLC	Fanning #1	Harper	15-077-20711	O/G	PR	SESE	11	34S	9W
HRM Resources II, LLC	Gates #1	Harper	15-077-21726	O/G	PR	SESW	2	34S	8W
HRM Resources II, LLC	Gates #2	Harper	15-077-21741	O/G	PR	SESW	2	34S	8W
HRM Resources II, LLC	Gates C #1	Harper	15-077-20783	O/G	TA	NWSE	2	34S	8W
HRM Resources II, LLC	Halbower A #1	Harper	15-077-20133	G	TA	NWNE	3	34S	8W
HRM Resources II, LLC	Koblitz #1	Harper	15-077-21655	O/G	PR	NENW	26	34S	9W
HRM Resources II, LLC	Koblitz #2	Harper	15-077-21664	O/G	PR	NENW	26	34S	9W
HRM Resources II, LLC	Koblitz #3	Harper	15-077-21665	O/G	PR	NENW	26	34S	9W
HRM Resources II, LLC	Koblitz #4-B	Harper	15-077-21668	O/G	PR	NENW	26	34S	9W
HRM Resources II, LLC	Koblitz #7-B	Harper	15-077-21673	INJ	AI	SESW	26	34S	9W
HRM Resources II, LLC	Ritter A SWEH 1-2	Harper	15-077-20827	SWD	AI	SESW	2	34S	8W
HRM Resources II, LLC	Schnackenberg A #1	Harper	15-077-21114	O/G	PR	NWNW	11	34S	8W
HRM Resources II, LLC	Schnackenberg A 2-11	Harper	15-077-21996	O/G	TA	SWNW	11	34S	8W