KOLAR Document ID: 1372554

## 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:	uea wur uns iorin.
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: feet from N / S Line	SecTwp R E W Legal Description of Lease:
feet from E / W Line	
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.:	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:
rasi Operator s Name & Address.	
	Date:
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 noted, approved and duly recorded in the records of the Kansas Corporation Commission records only and does not convey any ownership interest in the	Commission. This acknowledgment of transfer pertains to Kansas Corporation
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	PRODUCTION UIC

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#### Side Two

#### Must Be Filed For All Wells

Lease Name:			_ * Location:		
Well No.	API No. (YR DRLD/PRE '67)	Footage from Section (i.e. FSL = Feet from Section Sec		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		_
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
		FSL/FNL	FEL/FWL		
			FEL/FWL		
		FSL/FNL	FEL/FWL		
			FEL/FWL		_
		FSL/FNL			
		FSL/FNL			

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.

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## 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: C-1 (Intent) CI	B-1 (Cathodic Protection Borehole Intent) T-1 (Transfer) CP-1 (Plugging Application)
OPERATOR: License #	Well Location:
Name:	SecTwpS. R 🗌 East 🗌 West
Address 1:	County:
Address 2:	Lease Name: Well #:
City: State: Zip: +	If filing a Form T-1 for multiple wells on a lease, enter the legal description of
Contact Person:	the lease below:
Phone: ( ) Fax: ( )	
Email Address:	
Surface Owner Information:	
Name:	
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:	county, and in the real estate property tax records of the county treasurer.
City: State: Zip:+	_
are preliminary non-binding estimates. The locations may be entered.  Select one of the following:  I certify that, pursuant to the Kansas Surface Owner Notion owner(s) of the land upon which the subject well is or will	tank batteries, pipelines, and electrical lines. The locations shown on the plated on the Form C-1 plat, Form CB-1 plat, or a separate plat may be submitted.  The locations shown on the plated on the Form C-1 plat, or a separate plat may be submitted.  The locations shown on the plated on the Form C-1 plat, or a separate plat may be submitted.  The locations shown on the plated on the Form C-1 plat, or a separate plat may be submitted.  The locations shown on the plated on the Form C-1 plat, or a separate plat may be submitted.
CP-1 that I am filing in connection with this form; 2) if the form; and 3) my operator name, address, phone number, for	orm being filed is a Form C-1 or Form CB-1, the plat(s) required by this ax, and email address.
KCC will be required to send this information to the surface	). I acknowledge that, because I have not provided this information, the se owner(s). To mitigate the additional cost of the KCC performing this dress of the surface owner by filling out the top section of this form and the KCC, which is enclosed with this form.
If choosing the second option, submit payment of the \$30.00 hand form and the associated Form C-1, Form CB-1, Form T-1, or Form	dling fee with this form. If the fee is not received with this form, the KSONA-1 CP-1 will be returned.
I hereby certify that the statements made herein are true and corre	ect to the best of my knowledge and belief.
Date: Signature of Operator or Agent:	Title:



### 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 17<sup>th</sup> 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. <u>Purchase and Sale Agreement Controls</u>. 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. <u>Binding Effect</u>. 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. <u>Governmental Forms</u>. 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. <u>Assumption of Contracts</u>. 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. <u>Construction</u>. 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. <u>Exhibits</u>. 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. <u>Governing Law</u>. This Assignment shall be construed in accordance with, and governed by, the laws of the State of Kansas.
- 9. <u>Severability</u>. 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. <u>Execution</u>. 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. <u>Amendments and Waivers</u>. 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, LI

L. Roger Hutson

President and C

ACKNOWLEDGMENT OF ASSIGNOR

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

The foregoing instrument was acknowledged before me this 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:

Notary Public

## **ASSIGNEE:**

INDIAN OIL CO., INC.

By:
Name: Anthony Farrar
Title: President

## ACKNOWLEDGMENT OF ASSIGNEE

STATE OF Kansas	)		
$\circ$	) ss		
county of <u>Barber</u>	)		
The foregoing instrument was 2017, by Anthony Farrar, as Pre	as acknowledged i	hefore me this 3 de	ov of November.
The foregoing manufactive	as acknownedged	borore me uns <u>J</u>	· · · · · · · · · · · · · · · · · · ·
2017, by Anthony Farrar, as Pre	sident of	Indian Oil, a Kansas Corp	on behalf of such

Witness my hand and official seal.

company.

Brianne M. Dohrmann

Notary Public

State of Kansas

My appointment exp. 9 2020

My Commission expires: 9 20 2020

Notary Public

EXHIBIT 'A'

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Lessor	Lessee Griffin Management, LLC		4	15	N2SW	Barbei		<u>:</u>
John M. Fisher and America C. Fisher, wife Coril R. & Karen Cunningham, husband & wife	Griffin Management, LLC	2/6/2013 32S	12W	15	E2NE4 lying west of road & NW4NE4 except the N2NE4NW4NE4	Barber	350	528
County W I onker & Barbara J. Lonker, husband	Griffin Management, LLC	12/23/2013 32S	12W	91	W2SE4, N2NESE	Barber	351	413
and wife Melvin Cunningham, as trustee under trust	Griffin Management, LLC	6/29/2013 32S	12W	6	SE4SE4	Barber	351	417
agreement dated 12/201991 for the beneath of Melvin Cunningham, and Melvin Cunningham, as trustee under trust agreement dated 12/26/1991 for the benefit of Shirley Cunningham					T LOVE THE STATE OF THE STATE O	Barher	351	417
Melvin Cunningham, as trustee under trust agreement dated 12/26/1991 for the benefit of Melvin Cunningham, as trustee under trust agreement dated 12/26/1991 for the benefit of Shirley Cunningham	Griffin Management, LLC	6/29/2013 32S	12W	10	W2SW4, SE4SW4, 5W4SE4			
Richard R. Houlton, a single man	Griffin Management, LLC	7/3/2012 32S	S 12W	6	70 acres of land in the Northwest Quarter of the Northeast Quarter and that part of the South Half of the Northeast Quarter lying North of the Medicine River	Barber	344	357
Innice I Haaland a widow	Griffin Management, LLC	10/16/2012 32S	.s 12W	6	W2NW	Barber	346	47
McDaniel Farms, LLC The Theron C. Krehbiel and Phyllis Krehbiel Farmin, Trust dated July 9, 2011, Tim J. Larson,	Griffin Management, LLC Griffin Management, LLC	12/6/2012 32S 2/3/2013 32S	S 12W S 12W	9 13	E2NW4 SW4	Barber Barber	346 348	311 142
Trustee Theron C. Krehbiel and Phyllis Krehbiel Family Trust dated July 9, 2011, Tim J. Larson, Trustee	Griffin Management, LLC	2/3/2013	32S 12W	13	Commencing at a point 20 rods North of the SE comer of the SE4 of the NW4 of Section 13 T32S R12W running thence North 60 rods to the NE corner of said SE4NW4 of Section 13 thence due West to the NW corner of said SE4NW4 of Section	Barber	348	142
					13 thence S 60 rods, thence due East to the place of beginning, being the North 30 acres of said SE4NW4 of Section 13	<b>1</b> 6		
W.C. Martin and Kate Martin, his wife	Max Kirk	10/11/1954	32S 12W	4	N2SW4	Barber	69	93

Lessee
11/15/2013
10/16/2013
10/15/2013
1/27/1964
7/28/2011
8/4/2011

# EXHIBIT 'B'

Operator	Well Name	County	API Number	Type	Status	00	Sec	Twp	Rng
HRM Resources II, LLC	Andrea Fisher #1	Barber	15-007-24153	9/O	PR	NWSW	15	32S	12W
HRM Resources II, LLC	Andrea Fisher #2	Barber	15-007-24179	9/O	PR	NESW	15	32S	12W
HRM Resources II, LLC	Barbara #1	Barber	15-007-24167	9/0	PR	NWSE	16	32S	12W
HRM Resources II, LLC	Barbara #2	Barber	15-007-24184	9/O	PR	NWSE	16	32S	12W
HRM Resources II, LLC	Barbara #5	Barber	15-007-24270	9/O	PR	SWSE	16	32S	12W
HRM Resources II, LLC	Cunningham #1	Barber	15-007-24044	9/O	PR	SWSW	10	32S	12W
HRM Resources II, LLC	Cunningham #2	Barber	15-007-24094	9/O	PR	SESE	6	32S	12W
HRM Resources II, LLC	Cunningham #3	Barber	15-007-24134	9/O	PR	SWSW	10	32S	12W
HRM Resources II, LLC	Garten #1	Barber	15-007-24098	9/O	PR	NWNW	14	32S	12W
HRM Resources II, LLC	Houlton #1	Barber	15-007-22257	9/O	PR	SWNE	6	32S	12W
HRM Resources II, LLC	Houlton #2	Barber	15-007-23970	9/O	PR	NWNE	6	32S	12W
HRM Resources II, LLC	Houlton #3	Barber	15-007-24108	9/O	PR	NWNE	6	32S	12W
HRM Resources II, LLC	Janice #1	Barber	15-007-23975	9/O	PR	NWNW	6	32S	12W
HRM Resources II, LLC	Janice #3	Barber	15-007-23987	9/O	PR	NWNW	6	32S	12W
HRM Resources II, LLC	Janice #4	Barber	15-007-23988	9/O	PR	NWNW	6	32S	12W
HRM Resources II, LLC	Karen Cunningham #1	Barber	15-007-24118	9/O	PR	NENE	15	32S	12W
HRM Resources II, LLC	McDaniel Farms #1	Barber	15-007-24008	9/O	PR	NENW	6	32S	12W
HRM Resources II, LLC	McDaniel Farms #2	Barber	15-007-24030	9/O	PR	SENW	6	32S	12W
HRM Resources II, LLC	McDaniel Farms #3	Barber	15-007-24033	9/0	PR	SENW	6	32S	12W
HRM Resources II, LLC	От #В1	Barber	15-007-24025	9/0	PR	NWSW	6	32S	12W
HRM Resources II, LLC	Оп #В2	Barber	15-007-24093	9/0	PR	NWSW	6	32S	12W
HRM Resources II, LLC	Pennock #1	Barber	15-007-23980	Z	ΑΙ	SENE	6	32S	12W
HRM Resources II, LLC	Phyllis Krehbiel #1	Barber	15-007-24126	9/O	PR	SENW	13	32S	12W
HRM Resources II, LLC	Rynerson #1	Barber	15-007-24106	9/0	PR	NESW	4	32S	12W
HRM Resources II, LLC	Rynerson #2	Barber	15-007-24204	9/O	PR	NWSW	4	32S	12W
HRM Resources II, LLC	Wheelock #3	Barber	15-007-22637	9/0	PR	SENW	3	32S	12W