

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 _____

KANSAS CORPORATION COMMISSION
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Form KSONA-1

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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: _____

ASSIGNMENT, CONVEYANCE AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged **EAGLE RIVER ENERGY CORPORATION** (hereinafter referred to as "Assignor"), does hereby grant, bargain, sell, assign and convey unto **BACH OIL PRODUCTION, INC.** whose address is P.O. Box 723, Alma, NE 68920 (hereinafter referred to as "Assignee"), all of Assignor's right, title and interest in and to the oil, gas and mineral lease(s) described or referred to in Exhibit "A" attached hereto and made a part hereof (the "Leases"). This conveyance covers all of Assignor's working interest share of the real, personal and leasehold property attributable to the Leases and all equipment located thereon or attached thereto, *less and excluding any royalty and/or overriding royalty interests currently owned by Assignor attributable to the Leases*. The Leases together with the associated real, personal and equipment located on the Leases shall hereinafter be referred to as the "Property". The Property shall include but not be limited to any and all oil, natural gas, hydrocarbon products or hydrocarbon byproducts having been produced or stored on the Leases as of the effective date of this Assignment, Conveyance and Bill of Sale.

The interest in the Property assigned hereby is subject to the following:

- (1) All presently existing and valid agreements which relate to the interests hereby assigned, and all of Assignor's interest in and to the Property covered or created thereby which are attributable to the interests hereby assigned; and
- (2) All presently existing and valid oil, casinghead gas and gas sales, operating, purchase, exchange and processing contracts and agreements which pertain to the interests hereby assigned or any properties pooled or unitized therewith.

All Property herein conveyed is done so in an "as is, where is" condition. Assignor makes no warranty, express or implied warranties of merchantability or fitness for a particular purpose.

It is understood that Assignee will be responsible for the payment of any and all production and ad valorem taxes due or payable for the period from and after the Effective Date hereof attributable to the interest assigned herein. Assignor shall be responsible for payment of all production and ad valorem taxes attributable to the interest assigned herein for the period prior to the Effective Date hereof. It is further understood that Assignee shall assume Assignor's share of all plugging liability of any and all wells located on the Property being herein conveyed and shall comply with all applicable state, local and federal requirements thereof. Assignor hereby agrees to execute such further documentation or other assurances, as may be deemed necessary or appropriate to clarify the ownership or interests herein conveyed.

Assignee shall defend, indemnify, save and keep Assignor harmless from and against any and all claims, actions, losses, damages and expenses that may be asserted against Assignor on account of operations on the Property by or on behalf of Assignor. Assignor hereby assigns its interest in the Property free and clear of all liens and encumbrances, including any bank mortgages and security agreements.


ACKNOWLEDGEMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF HARLAN)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 30th day of November, 2017, personally appeared Jason Bach, to me known to be the person who signed the foregoing instrument as President of Bach Oil Production, Inc. and same was his individual act and deed and for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office the day and year last written above.

My Commission Expires:



Notary Public

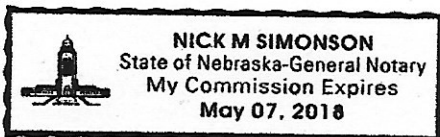


EXHIBIT "A"**Pg 1 of 5**

Attached to and made a part of that certain Assignment, Conveyance and Bill of Sale between Eagle River Energy Corporation, Assignor and Bach Oil Production, Inc. Assignee dated effective December 1, 2017.

OIL AND GAS LEASE DESCRIPTIONS AND LANDS COVERED:

<u>LESSOR</u>	<u>LESSEE</u>	<u>LEASE DATE</u>	<u>RECORDED</u>	<u>LEGAL DESCRIPTION</u>
Helen Edgett and Douglas W. Edgett	Alvin A. Price	12/30/1981	Bk 272, Pg 353	S/2 SW/4 of Section 17, and the N/2 N/2 of Section 20, all in Twp. 4 South, Rge 19 West, Phillips County, Kansas (Edgett)
Raymond N. Morgan And Elberta L. Morgan, his wife; Ruby Balbach, a single person and Susan J. Stovell, a single Person	Alvin A. Price	11/11/1980	Bk 263, Pg 280	SW/4 NW/4 and NW/4 SW/4 of Section 15, Twp. 4 South, Rge. 19 West, Phillips County, Kansas (Elberta)
L.H. Davis, et ux	Ladd Petroleum Corporation	5/5/1975	Bk 238, Pg 185	SE/4 NE/4 SE/4 of Section 29, Twp 1 South, Rge 18 West, Phillips County, Kansas (N Huffstutter)
H. Ed Wilcox, et al	Livingston Oil Company	8/11/1956	Bk 164, Pg 23	NW/4 of Section 16, Twp 1 South Rge 18 West, Phillips County, Kansas (N Huffstutter)
Clyde Stahn, et ux	Livingston Oil Company	5/28/1956	Bk 164, Pg 21	NW/4 of Section 16, Twp 1 South Rge 18 West, Phillips County, Kansas (N Huffstutter)

EXHIBIT "A"**Pg 2 of 5**

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OIL AND GAS LEASE DESCRIPTIONS AND LANDS COVERED:

<u>LESSOR</u>	<u>LESSEE</u>	<u>LEASE DATE</u>	<u>RECORDED</u>	<u>LEGAL DESCRIPTION</u>
John Lutjcharms, et al	Livingston Oil Company	6/8/1956	Bk 163, Pg 215	E/2 of Section 17, Twp 1 South Rge 18 West, Phillips County, Kansas (N Huffstutter)
Floyd H. Phillips, et ux	Livingston Oil Company	8/27/1956	Bk 164, Pg 133	SW/4 of Section 17, and the SE/4 SE/4 of Section 18, Twp 1 South, Rge 18 West, Phillips County, Kansas (N Huffstutter)
J. G. Hageman, et al	F. P. Hambright	9/30/1955	Bk 161, Pg 13	N/2 SE/4 of Section 20, Twp 1 South, Rge 18 West, Phillips County, Kansas (N Huffstutter)
James G. Hageman, et al	Livingston Oil Company	6/4/1956	Bk 163, Pg 177	N/2 SE/4, SW/4 NE/4, SE/4 NE/4 of Section 20, Twp 1 South, Rge 18 West, Phillips County, Kansas (N Huffstutter)
Everett Schluntz, et ux	Livingston Oil Company	8/18/1956	Bk 164, Pg 89	NW/4, SW/4, S/2 SE/4 of Section 20, Twp 1 South, Rge 18 West Phillips County, Kansas (N Huffstutter)

EXHIBIT "A"**Pg 3 of 5**

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OIL AND GAS LEASE DESCRIPTIONS AND LANDS COVERED:

<u>LESSOR</u>	<u>LESSEE</u>	<u>LEASE DATE</u>	<u>RECORDED</u>	<u>LEGAL DESCRIPTION</u>
Walter J. Thomas, et ux	Prugh Petroleum Company	9/19/1955	Bk 160, Pg 21	W/2 NW/4 of Section 21, Twp 1 South, Rge 18 West, Phillips County, Kansas (N Huffstutter)
Theron W. Jackson, et ux	Prugh Petroleum Company	9/21/1955	Bk 159, Pg 473	SW/4, E/2 NW/4, W/2 SE/4, W/2 SW/4 NE/4, N/2 NW/4 NE/4 of Section 21, Twp 1 South, Rge 18 West, Phillips County, Kansas (N Huffstutter)
Elmer Lee Stevens	Allied Oil Terminal Company	8/30/1949	Bk 118, Pg 125	E/2 E/2 of Section 21, and W/2 W/2 of Section 22, Twp 1 South, Rge 18 West, Phillips County, Kansas (N Huffstutter)
George E. Kent, et ux	Livingston Oil Company	9/18/1957	Bk 169, Pg 195	E/2 NW/4 of Section 22, Twp 1 South, Rge 18 West, Phillips County, Kansas (N Huffstutter)
George O'Neill	Livingston Oil Company	9/23/1960	Bk 183, Pg 39	E/2 SW/4 of Section 22, Twp 1 South, Rge 18 West, Phillips County, Kansas (N Huffstutter)

EXHIBIT "A"**Pg 4 of 5**

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OIL AND GAS LEASE DESCRIPTIONS AND LANDS COVERED:

<u>LESSOR</u>	<u>LESSEE</u>	<u>LEASE DATE</u>	<u>RECORDED</u>	<u>LEGAL DESCRIPTION</u>
T. W. Jackson, et ux	Jack Stewart	8/29/1949	Bk 118, Pg 135	W/2 NE/4 of Section 28, Twp 1 South, Rge 18 West, Phillips County, Kansas (N Huffstutter)
T. W. Jackson, et ux	Forrest H. Lindsay	10/5/1951	Bk 138, Pg 343	E/2 NE/4, SW/4, NW/4, SE/4 of Section 28, Twp 1 South, Rge 18 West, Phillips County, Kansas (N Huffstutter)
Lyle H. Davis, et ux	R. D. Reber	2/3/1960	Bk 180, Pg 187	E/2 SE/4 less 10 acres described as the SE/4 NE/4 SE/4 of Section 29, Twp 1 South, Rge 18 West, Phillips County, Kansas (N Huffstutter)
Melvina E. Scott, et al	O. E. Shelburn	11/26/1940	Bk 123, Pg 345	W/2 SE/4, W/2 NE/4 of Section 16, Twp 1 South, Rge 18 West, Phillips County, Kansas (N Huffstutter)
Clyde Stahn, et ux	Jack Stewart	8/19/1949	Bk 118, Pg 123	W/2 SW/4, E/2 SW/4 of Section 16, Twp 1 South, Rge 18 West, Phillips County, Kansas (N Huffstutter)
Julius Imm, et ux	H. L. Wilson	1/29/1958	Bk 170, Pg 279	NE/4 of Section 9, Twp 1 South, Rge 18 West, Phillips County, Kansas (J Imm, Seyler Unit)

EXHIBIT "A"

Pg 5 of 5

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OIL AND GAS LEASE DESCRIPTIONS AND LANDS COVERED:

<u>LESSOR</u>	<u>LESSEE</u>	<u>LEASE DATE</u>	<u>RECORDED</u>	<u>LEGAL DESCRIPTION</u>
Marcelle Freburg, et vir	Livingston Oil Company	1/31/1961	Bk 184, Pg 101	SE/4 of Section 9, Twp 1 South, Rge 18 West, Phillips County, Kansas (J Imm, Seyler Unit)
Lizzie Seyler, a widow, et al	Livingston Oil Company	8/1/1964	Bk 201, Pg 13	SW/4 of Section 9, Twp 1 South, Rge 18 West, Phillips County, Kansas (Seyler B, Seyler Unit)
Lew Seyler, et ux	Livingston Oil Company	2/29/1964	Bk 196, Pg 467	NW/4 of Section 9, Twp 1 South, Rge 18 West, Phillips County, Kansas (Seyler C, Seyler Unit)

END OF EXHIBIT "A"