

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 _____

Side Two

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)
		<i>Circle</i> FSL/FNL	<i>Circle</i> FEL/FWL		
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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.

KANSAS CORPORATION COMMISSION
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Form KSONA-1

July 2014

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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: _____

(d) The easements, licenses, authorizations, permits and similar rights and interests applicable to the ownership or operation of the Wells.

TO HAVE AND TO HOLD the Interests described, together with all the rights and appurtenances lawfully accompanying it, by the Assignee and the Assignee's successors and assigns forever. Assignor binds itself and successors and assigns to warrant and forever defend the Interests against every person lawfully claiming or to claim all or any part of the Interests by, through, or under the Assignor but not otherwise.

Assignee shall assume all of Assignor's plugging, replugging, abandonment, removal, disposal and restoration obligations associated with the Interests acquired hereunder. Such obligations being assumed shall include, but not be limited to, all necessary and proper plugging and abandonment and/or removal and disposal of all of the Wells, whether preexisting or drilled by Assignor, and all structures, personal property and equipment located on or associated with the Leases, the necessary and proper capping and burying of all associated flow lines, and any necessary disposal of naturally occurring radioactive material (NORM) or asbestos. All plugging, replugging, abandonment, removal, disposal and restoration operations shall be in compliance with applicable laws and regulations and conducted in a good and workmanlike manner.

THE EXPRESS REPRESENTATIONS AND WARRANTIES OF ASSIGNOR CONTAINED IN THIS ASSIGNMENT (OR IN THE PURCHASE AND SALE AGREEMENT TO WHICH THIS ASSIGNMENT IS MADE EXPRESSLY SUBJECT) ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND ASSIGNOR EXPRESSLY DISCLAIMS ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITATION OF THE FOREGOING, THE INTERESTS SHALL BE CONVEYED PURSUANT HERETO WITHOUT ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE RELATING TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO THE MODELS OR SAMPLES OF MATERIALS, OR MERCHANTABILITY OF ANY EQUIPMENT OR ITS FITNESS FOR ANY PURPOSE, AND WITHOUT ANY OTHER EXPRESS, IMPLIED STATUTORY, OR OTHER WARRANTY, OR REPRESENTATION WHATSOEVER EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES OF ASSIGNOR CONTAINED IN THIS ASSIGNMENT OR THE PURCHASE AND SALE AGREEMENT TO WHICH THIS ASSIGNMENT IS SUBJECT. ASSIGNEE SHALL HAVE INSPECTED, OR WAIVED (AND UPON CLOSING SHALL BE DEEMED TO HAVE WAIVED) ITS RIGHT TO INSPECT THE INTERESTS FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING, BUT NOT LIMITED TO, CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES, SOLID WASTES, ASBESTOS OR OTHER MANMADE FIBERS OR NATURALLY OCCURRING RADIOACTIVE MATERIALS ("NORM") IN, ON, OR

UNDER THE INTERESTS. ASSIGNEE IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE INTERESTS, AND ASSIGNEE SHALL, EXCEPT AS PROVIDED OTHERWISE HEREIN, ACCEPT ALL OF THE SAME "AS IS, WHERE IS". WITHOUT LIMITATION OF THE FOREGOING, ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION, OR MATERIALS NOW HERETOFORE, OR HEREAFTER FURNISHED OR MADE AVAILABLE TO ASSIGNEE IN CONNECTION WITH THIS ASSIGNMENT OR THE AFORESAID PURCHASE AND SALE AGREEMENT, INCLUDING, WITHOUT LIMITATION, PRICING ASSUMPTIONS OR QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE INTERESTS OR THE ABILITY OR POTENTIAL OF THE INTERESTS TO PRODUCE HYDROCARBONS OR THE ENVIRONMENTAL CONDITION OF THE INTERESTS OR ANY OTHER MATERIALS FURNISHED OR MADE AVAILABLE TO ASSIGNEE BY ASSIGNOR, OR BY ASSIGNOR'S AGENTS OR REPRESENTATIVES. ANY AND ALL SUCH DATA, RECORDS, REPORTS, PROJECTIONS, INFORMATION, AND OTHER MATERIALS (WRITTEN OR ORAL) FURNISHED BY ASSIGNOR OR OTHERWISE MADE AVAILABLE OR DISCLOSED TO ASSIGNEE ARE PROVIDED TO ASSIGNEE AS A CONVENIENCE AND SHALL NOT CREATE OR GIVE RISE TO ANY LIABILITY OF OR AGAINST ASSIGNOR, AND ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT ASSIGNEE'S SOLE RISK TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Assignor and Assignee shall indemnify each other as follows:

(a) Including any "Environmental Claim" as defined in (c) below, Assignee shall defend, indemnify and save and hold harmless Assignor against any and all costs, expenses, claims, demands and causes of action of whatsoever kind or character, including court costs and attorneys' fees, arising out of any operations conducted, commitment made or any action taken or omitted with respect to the Interests, which accrue or relate to times on and after the Effective Time.

(b) Excluding any "Environmental Claim" as defined in (c) below, Assignor shall defend, indemnify and save and hold harmless Assignee against any and all costs, expenses, claims, demands and causes of action of whatsoever kind or character, including court costs and attorneys' fees, arising out of any operations conducted, commitment made or any action taken or omitted with respect to the Interests, which accrue or relate to times prior to the Effective Time.

(c) Notwithstanding any terms contained in (a) and (b) above, but in furtherance of same, Assignee expressly agrees to fully and promptly pay, perform and discharge, defend, indemnify and hold Assignor harmless from and against any and all costs, expenses, claims, demands and causes of action of whatsoever kind or character, including court costs and attorneys' fees, resulting from any "Environmental Claim" as hereinafter defined arising out of any operations conducted, commitment made or any action taken or omitted at any time, whether accruing or relating to times prior to or after the Effective Time,

with respect to the Interests unless it arises from Assignor's gross negligence or willful misconduct. For purposes of this paragraph "Environmental Claim" shall mean any claim, demand or cause of action asserted by any governmental agency or any person, corporation or other entity for personal injury (including sickness, disease or death), property damage or damage to the environment resulting from the discharge or release of any chemical, material or emission into one or more of the environmental media at or in the vicinity of the Interests.

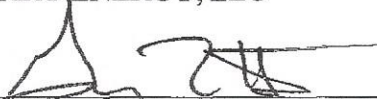
(d) THE INDEMNIFICATION, RELEASE AND ASSUMPTION PROVISIONS PROVIDED FOR IN THIS AGREEMENT SHALL BE APPLICABLE WHETHER OR NOT THE LOSSES, COSTS, EXPENSES AND DAMAGES IN QUESTION AROSE SOLELY OR IN PART FROM THE ACTIVE, PASSIVE OR CONCURRENT NEGLIGENCE, OR OTHER FAULT OF ANY INDEMNIFIED PARTY BUT NOT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNIFIED PARTY. ASSIGNEE AND ASSIGNOR ACKNOWLEDGE THAT THIS STATEMENT COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS.

This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and all terms, provisions and reservations contained in this Assignment shall be deemed as covenants running with the land.

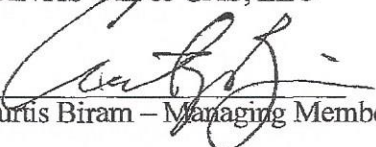
EXECUTED this 3 day of January, 2018 but EFFECTIVE as of midnight September 1, 2017 (the "Effective Time").

ASSIGNOR:

CALGARY ENERGY, LLC

By: 
Gary Lewis II - Managing Member

ATLANTIS OIL & GAS, LLC

By: 
Curtis Biram - Managing Member

ASSIGNEE:

FRANK GREEN

By: 
Frank Green

STATE OF OKLAHOMA

COUNTY OF TULSA

The foregoing instrument was acknowledged before me on this 3rd day, January, 2018 by Gary Lewis II, Managing Member of Calgary Energy, LLC, an Oklahoma limited liability company as Managing Member in such company and on behalf of said company.

Ladiena Hunt

NOTARY PUBLIC

Ladiena Hunt

(Printed Name)



STATE OF OKLAHOMA

COUNTY OF TULSA

The foregoing instrument was acknowledged before me on this 3rd day, January, 2018 by Curtis J. Biram, Managing Member of Atlantis Oil & Gas, LLC, an Oklahoma limited liability company as Managing Member in such company and on behalf of said company.

Ladiena Hunt

NOTARY PUBLIC, State of Oklahoma

Ladiena Hunt

(Printed Name)



EXHIBIT "A"
TO
ASSIGNMENT, CONVEYANCE AND BILL OF SALE
BY AND BETWEEN CALGARY ENERGY, LLC AND
ATLANTIS OIL & GAS, LLC, AS ASSIGNOR,
AND FRANK GREEN, AS ASSIGNEE
DATED EFFECTIVE September 1, 2017

THE LEASES

Chautauqua Co, Ks Leases

1. **Eisenschmidt Lease**: Oil and Gas lease dated August 31, 1990, from S. Kathryn Eisenschmidt, Lessor, recorded in Book 65 of Leases, Page 49 covering All of Block 1 (Lots 1-12 inclusive) of Binn & Bennett's Addition to the City of Chautauqua, and Lots 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21 and 23 of Block 1, Dunn & Woolsey's addition to the City of Chautauqua, including all adjoining easements, roads and rights of way, in Section 11, Township 35 South, Range 11 East.
2. **Green Lease**: Oil and Gas lease dated January 8, 1992, from Daniel M. Leonard, Lessor, recorded in Book 65 of Leases, page 430, covering All of Block 7, Lots 1 thru 26, inclusive, Binn and Bennett's Addition to the City of Chautauqua.
3. **Jones Lease**: Oil and Gas lease dated February 22, 1989, from Lee R. Jones, et al, Lessors, recorded in Book 63, Lage 319, covering Lots 2, 4, 6, 8, 10 12 14, 16 18, 20 and 22, Blk 7, Kiles Addn to the City of Chautauqua, Sec 11-35S-11E.
4. **Newcomb Lease**: Oil & Gas lease dated January 31, 1995, from Exhah Newcomb, Lessor, recorded in Book 67 of Leases, Page 200, covering All of Blocks 10,11,12,13 and 14, Binn and Bennett's Addition to the City of Chautauqua.
5. **Pogue Lease**: Oil & Gas lease dated May 22, 1998, from Gilmer Allen Lewis III & Kyle West, Lessor, recorded in Book 99 of Records, Page 197, N/2SE, SESE, S/2NE-Sec 10-35S-11E.
6. **Smith Lease**: Oil & Gas lease dated January 27, 1989, from David & Elizabeth Smith, Lessor, recorded in Book 63 of Leases, Page 289, covering lands in Lots 5, 7, 9, 11, 13 and 15, Block 6, Kile's Addition to the City of Chautauqua.
7. **Williams Lease**: Oil & Gas lease dated January 28, 1988, from Frances G. & Rudolph Durley Williams, Lessor, recorded in book 61 of Leases, Page 496, covering all of Blocks 3, 4, 5, and 6, Binn and Bennett's addition to the City of Chautauqua..